

**Meeting Date: 4/29/2014**

**Report Type:** Consent

**Report ID:** 2014-00284

**Title: Amendment No. 2 - Purchase/Cooperative Agreement: FY 2013/14  
Citywide Information Technology (IT) Related Goods and Services (Reviewed  
4/22/2014)**

**Location:** Citywide

**Recommendation:** Pass a Motion 1) authorizing the City Manager or his designee to approve an increase in the purchase of IT related goods and/or services from Cisco Systems through the Western States Contracting Alliance (WSCA) Contract 7-11-70-17 by \$600,000 for a new not-to-exceed amount of \$1,600,000; 2) authorizing the City Manager or his designee to approve the purchase of IT related goods and/or services from EMC through the Western States Contracting Alliance Contract B27161 by \$660,000 for a new not-to-exceed amount of \$1,360,000; 3) authorizing the City Manager or his designee to approve the purchase of IT and Citywide related goods and/or services from Graybar Electric through cooperative agreements MA-IS-13402344 and MA-IS-1040222 with U.S. Communities in an amount not-to-exceed \$110,000; 4) authorizing the City Manager or his designee to approve the purchase of IT related goods and/or services from Anixter, Inc. through cooperative agreement R5136 with The Cooperative Purchasing Network in an amount not-to-exceed \$110,000; 5) authorizing the City Manager or his designee to approve the purchase IT related goods and/or services from Evolve Technology Group as an additional authorized reseller for Hewlett Packard, with no additional funding at this time; and 6) authorizing the City Manager or his designee to issue the required purchase orders for these vendors under the cooperative purchasing agreements for goods and services in a new total amount not-to-exceed \$9,015,000 during Fiscal Year 2013/14.

**Contact:** Darin Arcolino, IT Manager, (916) 808-0403; Maria MacGunigal, Chief Information Officer, (916) 808-7998, Information Technology Department

**Presenter:** None

**Department:** Information Technology

**Division:** Technology Infrastructure Svcs

**Dept ID:** 07001021

**Attachments:**

- 1-Description/Analysis
- 2-WSCA Cisco Master Price Agreement 07-08-70-13
- 3-WSCA Cisco\_extension\_to\_53114
- 4-B27161 Master Price Agreement
- 5-B27161 Supplemental EMC
- 6-MA-1340234-4\_Graybar\_Electrical\_Contract\_org.signed
- 7-MA-IS-1040222\_AMENDMENT\_5\_EXECUTED\_11-04-13[1]
- 8-Anixter TCPN Coop Agreement

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**City Attorney Review**

Approved as to Form  
Sheri Chapman  
4/24/2014 10:52:33 AM

**Approvals/Acknowledgements**

Department Director or Designee: Ignacio Estevez - 4/23/2014 3:50:20 PM

## Description/Analysis

**Issue Detail:** On February 11, 2014, the City Council passed Motion No. 2014-0029 amending the Fiscal Year (FY) 2013/14 Approved Budget, allocating \$2.1 million to relocate the City's primary data servers from their current flood zone location to the 911 Communications Center, and establishing the Information Technology (IT) Primary Data Server Relocation project (C07000200). To complete the project, IT seeks to increase the cooperative purchase authorization provided by City Council Motion Nos. 2013-0162 and 2014-0029, to purchase additional IT goods and services from Cisco Systems and EMC, to purchase IT goods and services from Graybar Electric and Anixter, Inc., and to add Evolve Technology Group as an authorized reseller for Hewlett Packard (no purchase requirements).

**Policy Considerations:** The recommendations in this report are in accordance with City Code Section 3.56.240 which authorizes the City Manager, where advantageous to the City, to utilize cooperative purchasing agreements approved by the City Council to purchase supplies or nonprofessional services through legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City.

**Economic Impacts:** None.

**Environmental Considerations:** The report does not constitute a "project" and is therefore exempt from the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061(b)(3);15378(b)(2)].

**Sustainability:** Under Phase 1 of the City of Sacramento's Climate Action Plan, all applicable "Green" technology initiatives will be considered prior to the purchase of IT equipment hardware and software.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume purchasing. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protest, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through a cooperative purchasing program. The City has used both regional and national cooperative purchasing agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments and the Procurement Services Division to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to maximize cost savings opportunities for the City.

**Financial Considerations:** IT is requesting a not-to-exceed increase of \$1,480,000 in authorized expenditures with the four vendors listed in the chart that follows. There is a

sufficient General Fund budget in C07000200 for the additional purchases requested. The new total amount requested for IT related goods and services purchases through competitive/cooperative purchase agreements for FY2013/14 will not exceed \$9,015,000. This new not-to-exceed amount includes the original City Council approval on June 16, 2013 (Motion 2013-0162) in the amount of \$6,935,000, Supplemental City Council approval on February 11, 2014 (Motion 2014-0029) for an additional amount of \$600,000, and Supplemental 2 was reviewed by City Council on April 22, 2014 (Report 2014-00283). At such time that the overall total or individual limit by vendor exceeds the amounts authorized, Council authorization will be requested.

<b>Vendor</b>	<b>FY2013/14 Original Not-to-Exceed</b>	<b>FY2013/14 Increase Amount for C07000200</b>	<b>FY2013/14 Amended Not-to-Exceed</b>	<b>Cooperative Purchase Agreement (through Other Government Entities)</b>	<b>Description</b>
Cisco Systems (and all authorized resellers)	\$1,000,000	\$600,000	\$1,600,000	Western States Contracting Alliance (WSCA) Contract 7-08-70-13	Telecommunication/network hardware, software, maintenance and services
EMC (and all authorized resellers)	\$700,000	\$660,000	\$1,360,000	WSCA Contract B27161	EMC Hardware, software and maintenance
Graybar Electric	\$0	\$110,000	\$110,000	U.S. Communities Cooperative Agreement MA-IS-13402344 and MA-IS-1040222	Computer and electronic supplies
Anixter, Inc.	\$0	\$110,000	\$110,000	The Cooperative Purchasing Network (TCPN) Agreement R5136	Computer and electronic supplies
<b>TOTAL</b>	<b>\$1,700,000</b>	<b>\$1,480,000</b>	<b>\$3,180,000</b>		

**Local Business Enterprise (LBE):** All efforts will be made to encourage and utilize certified LBE vendors when possible.



Department of General Services  
Procurement Division  
707 Third Street, 2nd Floor  
West Sacramento, CA 95605-2811

State of California  
**Western States Contracting Alliance  
Master Price Agreement  
User Instructions**

CONTRACT NUMBERS:	7-08-70-13 (State of Utah AR-233)
CONTRACTOR:	CISCO SYSTEMS, INC.
PRODUCTS/SERVICES:	Cisco Networking Communications and Maintenance
CONTRACT TERM:	06/01/2008 through 05/31/2014
DISTRIBUTION LIST:	POSTED ELECTRONICALLY ON DGS/PD/WSCA INTERNET WEB PAGE

The most current User Guide and California General Provisions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following User Guide and California General Provisions. This User Guide incorporates changes to negotiated discount offerings and the Fulfillment Partner contact list.

**American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions**

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

Click here to access the [ARRA Supplemental Terms and Conditions](#)

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled [Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act](#)

Original Signature on File  
Susan Chan, Manager, Multiple Award Program

4/30/2012  
Effective Date

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
CISCO EQUIPMENT AND SERVICES  
USER INSTRUCTIONS**

**1. OVERVIEW**

The purpose of this WSCA Master Price Agreement is to provide a purchasing vehicle for Cisco Networking Equipment and Maintenance Services for all State Agencies and local government agencies, which is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 12110.

While the State of California makes this WSCA Master Price Agreement available to local governmental agencies, each local agency should make its own determination of whether using this WSCA Master Price Agreement is consistent with its procurement policies and regulations.

**2. STATE OF CALIFORNIA, PROCUREMENT DIVISION, CONTACT**

Department of General Services, Procurement Division  
Multiple Award Program - WSCA  
707 Third Street, 2nd Floor  
West Sacramento, CA

Contact: Cynthia Okoroike  
Phone: 916/375-4389  
Fax: 916/375-4663  
E-Mail: [cynthia.okoroike@dgs.ca.gov](mailto:cynthia.okoroike@dgs.ca.gov)

**3. WSCA CONTRACT INFORMATION**

See Attachment A for Cisco contract information and Attachment C for a list of Cisco Fulfillment Partners and each partner's contact information.

**4. WSCA BASE CONTRACT**

This WSCA contract is based on some or all of the products and/or services and prices from WSCA Cisco Networking Communications and Maintenance Master Agreement, **State of Utah # AR-233**. See Guidelines/Rules below for any limitations.

A copy of the actual WSCA Master Agreement is available on the Internet at:

[http://www.aboutwsca.org/contracts/DataComm2\\_Cisco.cfm](http://www.aboutwsca.org/contracts/DataComm2_Cisco.cfm)

**5. CONTRACT TERM**

The contract term for the California Participating Addendum is **06/01/2008** through **05/31/2014**

**6. GUIDELINES/RULES**

- a. This Participating Addendum is for equipment and associated services (primarily maintenance) for which Cisco has an assigned SKU number. **Cisco authorized services, other than for maintenance, cannot exceed 10% of the total order amount.**

**PLEASE NOTE: Non-exempt state agencies are PROHIBITED from procuring Voice Over Internet Protocol (VoIP) equipment and/or services from this Cisco Equipment and Services WSCA contract, unless an exception is requested and approved by the Department of Technology Services (DTS). A Mandatory Statewide Contract exists for VoIP on the CALNET 2 Master Services Agreement #3 (MSA 3). The CALNET 2 MSA 3 is the MANDATORY vehicle to be used by non-exempt state agencies to acquire network based voice services for Call Centers and Advance Communication Platforms, and all VoIP related procurements.**

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
CISCO EQUIPMENT AND SERVICES  
USER INSTRUCTIONS**

**The CALNET 2 contract is managed by the Department of Technology Services (DTS) Statewide Telecommunications Network Division (STND). If a non-exempt State Agency wishes to procure customer premise equipment (CPE) based on the Call Manager and Advance Communication VoIP platform offerings from WSCA, they will need to get an exemption from DTS-STND. Please go to the CALNET 2 website at <http://www.calnet.ca.gov/> for detailed CALNET 2 contract information and DTS-STND contact information.**

- b. Equipment maintenance is purchased on an annual basis and can be ordered for multiple years to obtain deeper discounts. Service terminations effected prior to the end of the full contracted period (i.e., 1-yr, 2-yr, or 3-yr), except for non-funding, will not result in any refund of monies paid/owed (although credits may be arranged in certain circumstances). Agencies that require the ability to cancel service commitments with 30 days written notice should consider the Network Services MSA at <http://www.pd.dgs.ca.gov/masters/network.htm>.
- c. Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, Purchasing Authority Manual Vol. 3 and California Codes.
- d. State and local government agency use of WSCA contracts is optional. A local government is any city, county, city and county, district or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges, that is empowered to expend public funds.

**7. DOLLAR THRESHHOLDS (Local Governments are Exempt)**

- WSCA Program Limitation: no dollar limit on orders.
- All orders are subject to the most current Management Memo (currently MM 08-05 including supplements), or whichever Management Memo is in effect at the time a purchase order is issued. Go to DGS/PD web site [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd) to obtain a copy of the most current Management Memo.
- Orders of \$100,000 or less require only one quote. Orders over \$100,000 require a minimum of three quotes. Fulfillment Partners are listed in descending order and alphabetically by most favorable discounts. NOTE: Agencies can solicit additional quotes at any dollar level at their discretion.

**8. PRICING**

See Attachment B for minimum discount and savings by fulfillment partners. Note: Higher discounts on large orders are a distinct possibility. You are encouraged to solicit more than the required three quotes in these instances.

**9. EXECUTING THE PURCHASE ORDER**

**THE [WSCA/STATE OF CALIFORNIA](#) CONTRACT NUMBER MUST BE SHOWN ON THE PURCHASE ORDER.**

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to access the Standard Form 65:

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
CISCO EQUIPMENT AND SERVICES  
USER INSTRUCTIONS**

<http://www.osp.dgs.ca.gov/StandardForms/Fill+and+Print+Standard+eForms.htm>

The ordering agency defines the goods and related services needed and contacts the fulfillment partner for discounts and pricing. Then the ordering state agency completes a Form 65 (Contract/Delegation Purchase Order), including all pertinent information for each individual order issued against the Agreement and sends the Form 65 to the selected Cisco Fulfillment Partner. Please note that shipment of equipment is FOB Destination.

NOTE: To access the Cisco price catalog, go to [www.cisco.com](http://www.cisco.com) and register for a user id and password. To access the WSCA index page for the California WSCA (shown under the "ordering" link), send an email request to Cisco. Access is usually granted within an hour. Once you have access, you may click on the WSCA link from the "Ordering" page, select the state (bottom of page), and click on "download our Cisco Global Price List" under Pricing and Discount Information. From there you can view and download a copy of the latest price list.

You may print a copy of the contract terms and conditions, the Participating Addendum, and a copy of the e-quote from your order to retain in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

**10. ON-LINE ORDERING**

The following Fulfillment Partners offer online ordering:

CDW Government, Inc.  
Evolve Technology Group  
IBM  
Quest Media & Supplies, Inc.

If interested, contact the supplier representative to discuss setting up an online ordering website for your agency. State agencies must still provide a copy of the ordering document to the Department of General Services, Procurement Division. **(Local Governments are Exempt)**.

**11. PURCHASE ORDER DISTRIBUTION**

For state agencies, copies of the STD. 65 with original signatures must be sent to the Cisco Fulfillment Partner, State Controller and Department of General Services, Procurement Division. For local agencies, copies of purchase orders are not required.

Department of General Services Procurement Division Data Entry Unit-Second Floor North P.O. Box 989052 West Sacramento, CA 95798-9052 IMS: Z-1	State Controller's Office 3301 C Street, Room 404 Sacramento, CA 95814 Attn: Audit Unit
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**12. PAYMENTS AND INVOICES**

**a. Payment Terms**

See Attachment A (WSCA Contract Ordering Information), Attachment B (Partners Ranked by Discount Per Category) and Attachment C (Partner Authorization List) for Payment Terms. Purchase Orders and payment will be made directly to the Fulfillment Partners.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
CISCO EQUIPMENT AND SERVICES  
USER INSTRUCTIONS**

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

**b. Payee Data Record (Std. 204)**

Each state accounting office must have a copy of the appropriate Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

**13. TERMINATION**

The Department of General Services may terminate the Participating Agreement in its entirety upon thirty (30) days prior written notice. In addition, ordering agencies may cancel their order if such cancellation is received by Cisco at least ten (10) days prior to the scheduled order shipment date. The preceding does not affect the termination clause of the WSCA Master Price Agreement concerning failure to perform or upon mutual consent.

**14. DGS ADMINISTRATIVE FEE**

The agency will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)  
CISCO EQUIPMENT AND SERVICES  
USER INSTRUCTIONS**

**ATTACHMENT A**

**WSCA CONTRACT ORDERING INFORMATION**

Contractor Name	<b>Cisco Systems Inc.</b>
Contract Number	7-08-70-13
Contract Term Dates	6/01/08 to 5/31/2014
WSCA Master Agreement	<a href="http://www.aboutwsca.org/content.cfm/id/wsca_cisco">http://www.aboutwsca.org/content.cfm/id/wsca_cisco</a>
CA General Provisions	<a href="http://www.pd.dgs.ca.gov/wsca/datacom.htm">http://www.pd.dgs.ca.gov/wsca/datacom.htm</a>
CA Participating Addendum	<a href="http://www.pd.dgs.ca.gov/wsca/datacom.htm">http://www.pd.dgs.ca.gov/wsca/datacom.htm</a>
Ordering Address	170 West Tasman Drive San Jose, Ca 95134
Contact	Rob Cassetti, Cisco Account Team
Phone	1-925-223-3506
Email	<a href="mailto:rcassett@cisco.com">rcassett@cisco.com</a>
24 Hour Emergency Contact Person	See individual Fulfillment Partner information.
24 Hour Emergency Contact Phone Number	See individual Fulfillment Partner information.
Pricing (Website) Category Warranty Delivery Shipping Freight	Go to <a href="http://www.cisco.com/en/ /ordering/index.shtml">http://www.cisco.com/en/ /ordering/index.shtml</a> Minimum Discounts: Products: 35% Smartnet Maint: 1 year - 10% 3 year pre-paid - 17% Prof. Services/AS/Training - 10%
Contractor Ownership Information	Cisco Systems Inc. is a large business enterprise.
Payment Terms	Net 45 days
FEIN	77-0059951
California Seller's Permit	Cisco Systems Inc.'s California Seller's Permit No. is SRBHA 19-718623  Agencies can verify that this permit is still valid at the following website: <a href="http://www.boe.ca.gov">www.boe.ca.gov</a> .

<u>Product</u>		<u>Smartnet Maint. One Year</u>	
INX, INC.	<b>39.50%</b>	Qwest Communications Company LLC	<b>20%</b>
NEC Unified	<b>39.50%</b>	BEAR Data	<b>15%</b>
MTM Tech.	<b>39.00%</b>	Insight	<b>15%</b>
BEAR Data	<b>38.50%</b>	NEC Unified	<b>15%</b>
CompuCom Systems Inc.	<b>38.50%</b>		
Epoch Universal, Inc	<b>38.50%</b>	Allied Network Solutions, Inc.	<b>14%</b>
Insight	<b>38.50%</b>	Epoch Universal, Inc	<b>14%</b>
Nexus IS	<b>38.50%</b>	Evolve Tech.	<b>14%</b>
En Pointe Technologies Sales, Inc.	<b>38.00%</b>	INX, INC.	<b>14%</b>
Quest Media	<b>38.00%</b>	Nexus IS	<b>13.50%</b>
Qwest Communications Company LLC	<b>38.00%</b>	En Pointe Technologies Sales, Inc.	<b>13%</b>
SIGMANet, Inc	<b>38.00%</b>	AT&T	<b>12%</b>
AT&T	<b>37.50%</b>	CompuCom Systems Inc.	<b>12%</b>
Allied Network Solutions, Inc.	<b>37.00%</b>	MTM Tech.	<b>12%</b>
Evolve Tech.	<b>37.00%</b>	Western Blue	<b>12%</b>
AMS.NET	<b>36.50%</b>	ExtraTeam, Inc.	<b>11%</b>
ExtraTeam, Inc.	<b>36.00%</b>	NetXperts, Inc.	<b>11%</b>
Metronome	<b>36.00%</b>	AMS.NET	<b>10%</b>
Network Int.	<b>36.00%</b>	CDW Gov.	<b>10%</b>
NetXperts, Inc.	<b>36.00%</b>	Development Group, Inc.	<b>10%</b>
Western Blue	<b>36.00%</b>	FusionStorm	<b>10%</b>
CDW Gov.	<b>35.00%</b>	GigaKOM	<b>10%</b>
Development Group, Inc.	<b>35.00%</b>		
FusionStorm	<b>35.00%</b>	Metronome	<b>10%</b>
GigaKOM	<b>35.00%</b>	Network Int.	<b>10%</b>
		PC Mall, Inc.	<b>10%</b>
PC Mall, Inc.	<b>35.00%</b>	PC Specialists, Inc.	<b>10%</b>
PC Specialists, Inc.	<b>35.00%</b>	Quest Media	<b>10%</b>
Resilient Communications Inc.	<b>35.00%</b>	Resilient Communications Inc.	<b>10%</b>
Vector Resources, Inc.	<b>35.00%</b>	Vector Resources, Inc.	<b>10%</b>
Verizon	<b>35.00%</b>	Verizon	<b>10%</b>
World Wide Technology, Inc.	<b>35.00%</b>	World Wide Technology, Inc.	<b>10%</b>

<b>Smartnet Maint. <u>Three Years</u></b>		<b>Prof. Serv./AS/ <u>Training</u></b>	
En Pointe Technologies Sales, Inc.	<b>26.00%</b>	Insight	<b>15%</b>
NEC Unified	<b>22.00%</b>	INX, INC.	<b>15%</b>
BEAR Data	<b>20.50%</b>		
Nexus IS	<b>20.50%</b>	BEAR Data	<b>12%</b>
Allied Network Solutions, Inc.	<b>20.00%</b>	Western Blue	<b>12%</b>
Evolve Tech.	<b>20.00%</b>	ExtraTeam, Inc.	<b>11%</b>
Insight	<b>20.00%</b>	NetXperts, Inc.	<b>11%</b>
INX, INC.	<b>20.00%</b>	Allied Network Solutions, Inc.	<b>10%</b>
Qwest Communications Company LLC	<b>20.00%</b>	AMS.NET	<b>10%</b>
		AT&T	<b>10%</b>
Epoch Universal, Inc	<b>19.50%</b>	CDW Gov.	<b>10%</b>
AT&T	<b>19.00%</b>	CompuCom Systems Inc.	<b>10%</b>
CompuCom Systems Inc.	<b>19.00%</b>	Development Group, Inc.	<b>10%</b>
MTM Tech.	<b>19.00%</b>	En Pointe Technologies Sales, Inc.	<b>10%</b>
ExtraTeam, Inc.	<b>18.00%</b>	Epoch Universal, Inc	<b>10%</b>
NetXperts, Inc.	<b>18.00%</b>	Evolve Tech.	<b>10%</b>
Western Blue	<b>18.00%</b>	FusionStorm	<b>10%</b>
AMS.NET	<b>17.00%</b>	GigaKOM	<b>10%</b>
CDW Gov.	<b>17.00%</b>		
Development Group, Inc.	<b>17.00%</b>	Metronome	<b>10%</b>
FusionStorm	<b>17.00%</b>	MTM Tech.	<b>10%</b>
GigaKOM	<b>17.00%</b>	NEC Unified	<b>10%</b>
		Network Int.	<b>10%</b>
Metronome	<b>17.00%</b>	Nexus IS	<b>10%</b>
Network Int.	<b>17.00%</b>	PC Mall, Inc.	<b>10%</b>
PC Mall, Inc.	<b>17.00%</b>	PC Specialists, Inc.	<b>10%</b>
PC Specialists, Inc.	<b>17.00%</b>	Quest Media	<b>10%</b>
Quest Media	<b>17.00%</b>	Qwest Communications Company LLC	<b>10%</b>
Resilient Communications Inc.	<b>17.00%</b>	Resilient Communications Inc.	<b>10%</b>
Vector Resources, Inc.	<b>17.00%</b>	Vector Resources, Inc.	<b>10%</b>
Verizon	<b>17.00%</b>	Verizon	<b>10%</b>
World Wide Technology, Inc.	<b>17.00%</b>	World Wide Technology, Inc.	<b>10%</b>



**STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT**

AMENDMENT # 7

CONTRACT # AR233

Original Starting Date: 10/01/07

Expiration Date : 05/31/12

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

**CISCO SYSTEMS, INC.**

(Referred to as CONTRACTOR)

**BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

Amended Expiration Date: 05/31/2014

Effective Date of Amendment:

05/31/12

Potential Renewal Options Remaining:

The contract is amended to:

Please provide the following contact information.

	Name	Phone Number	Email Address
General Contact	Mimi Nguyen	Office: 408.527.2627 Cell: 650.303.4483	mimguye@cisco.com
Sales Contact	Greg Semler	Office: 408.894.7114 Cell: 360.951.8086	gsemler@cisco.com
Quarterly Report Contact	Angelene Feril	Office: 408.424.0712 Cell: 408.318.3163	aferil@cisco.com

All other terms and conditions in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

*Brian Fukuhara* 1/20/12  
Contractor's Signature Date

*Kent Beers* 1/24/12  
Kent Beers, Director Date  
State of Utah Division of Purchasing

Brian Fukuhara  
Contractor's Name (Print)  
Vice President Finance

Title (Print)

**APPROVED BY LEGAL**

Purchasing Agent

Phone #

e-mail

Fax #

Debbie Gundersen

801-538-3150

dgundersen@utah.gov

801-538-3882

10/27/2008

WESTERN STATES CONTRACTING ALLIANCE  
MASTER PRICE AGREEMENT  
for  
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

Number B27161

This Agreement is made and entered into by EMC Corporation, 8444 Westpark Drive, Suite 700, McLean, VA 22102 (“Contractor”) and the State of Minnesota, Department of Administration (“State”) on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Purchasing Entities.

**RECITALS**

**WHEREAS**, the State has the need to purchase and the Contractor desire to sell; and,

**WHEREAS**, the State has the authority to offer contracts to CPV members of the State of Minnesota and to other states.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

**INTENT AND PURPOSE**

The intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide, warrant, and offer maintenance services on **ALL** products proposed in their response to the RFP issued by the State of Minnesota. Delivery, support, warranty, and maintenance may be provided by the Contractor using subcontractors. The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished under this Agreement. The Contractor is responsible for the timeliness and quality of all services provided by individual subcontractors. Subcontractor participation will be governed by individual Participating Entities, who have the sole discretion to determine if they will accept services from a subcontractor.

Individual Purchasing Entities may enter in to lease agreements for the products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process, and if the Contractor submitted copies of its lease agreements with its response to the RFP. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. The agreements are located in Exhibit C, Value-Added Services.

The Agreement is **NOT** for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage

(SANs, etc.) should not exceed \$300,000 each. Desktop per unit/configuration costs should not exceed \$100,000. Printers of all types and monitors per unit/configuration costs should not exceed \$50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed \$25,000 each, or \$50,000. Contractors must be willing to comply with these restrictions by agreeing to supply products in those price ranges only. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States and Participating Entities may set specific limits in a participating addendum above these limits, with the prior approval of the WSCA Directors; or may set specific limits in a participating addendum below these limits.

Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the Agreement.

## 1. Definitions

**“Announced Promotional Price”** are prices offered nationally to specific categories of customers (Consumer, Business or government) for defined time periods under predefined terms and conditions.

**“Consumables”** those items that are required for the operation of the Equipment offered or supplied which are consumed over time with the purchaser’s use of the equipment are included – printer cartridges, batteries, projector bulbs, etc. Consumables such as magnetic media, paper and generally available office supplies are excluded.

**“Configuration”** in most instances in this document means a total system configuration. This may include more than one model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work.

**“Contract”** means a binding agreement for the procurement of items of tangible personal property or services. Contract and Master Price Agreement are used interchangeably in this document.

**“Contractor”** means the successful Responder who enters into a binding Master Price Agreement. The Contractor is responsible for all sales, support, warranty, and maintenance services for the products included in this Agreement. The Contractor must manufacture or take direct, non-assignable, legal responsibility for the manufacture of the equipment and warranty thereof. For the purposes of this Contract, the term Contractor and Contract Vendor are synonymous.

**“CPV Member”** is any governmental unit having independent policy making and appropriating authority, that is a member of Minnesota’s Cooperative Purchasing Venture (CPV) program.

**“CPV Program.”** The Cooperative Purchasing Venture (CPV) program, as established by Minn. Stat. § 16C.03, subd. 10, authorizes the commissioner of Administration to “enter into a cooperative purchasing agreement for the provision of goods, services, and utilities with [governmental entities] ..., as

described in section 471.59, subdivision 1.” Based on this authority, the commissioner of Administration, through the Materials Management Division (MMD), enters into a joint powers agreement that designates MMD as the authorized purchasing agent for the governmental entity. It is not legal for governmental entities that are not members of the CPV program to purchase from a State contract. Vendors are free to respond to other solicitations with the same prices they offer under a contract, but that is not considered use of the “State contract price.”

**“Cumulative Volume Discount”** means a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers for the duration of the Master Price Agreement.

**“Documentation”** refers to manuals, handbooks, and other publications listed in the PSS, or supplied with products listed in the PSS, or supplied in connection with services. Documentation may be provided on magnetic media or may be downloaded from the Contractor’s web site.

**“E-Rate”** is a program sponsored by the Federal Communications Commission whereby educational and other qualifying institutions may purchase authorized technology at reduced prices.

**“Educational Discount Price”** means the price offered in a nationally announced promotion, which is limited to educational customers only.

**“Equipment”** means workstations, desktop, laptop (includes Tablet PC’s), handheld (PDA) devices, projectors, servers, printers, monitors, computing hardware, including upgrade components such as memory, storage drives, and spare parts. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in this RFP or subsequent contracts. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item.

**“FCC”** means the Federal Communications Commission or successor federal agency. In the event of deregulation, this term applies to one or more state regulatory agencies or other governing bodies charged to perform the same, or similar, role.

**“General Price Reduction Price”** means the price offered to consumer, business or governmental purchasers at prices lower than PSS pricing. General price reduction prices will be reflected in the PSS as soon as practical.

**“Lead State”** means the State conducting this cooperative solicitation and centrally administering any resulting Master Price Agreement(s). For this Master Price Agreement, the Lead State is Minnesota.

**“Mandatory”** The terms “must” and “shall” identify a mandatory item or factor.

**“Manufacturer”** means a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment including workstations, desktop computers, laptop (includes Tablet PC’s) computers, handheld (PDA) devices, servers, printers, and storage solutions/auxiliary storage devices. The manufacturer must provide direct un-infringed unlimited USA OEM warranties on the products. The manufacturer’s

name(s) shall appear on the computer equipment. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

**“Master Price Agreement”** means the contract that MMD will approve that contains the foundation terms and conditions for the acquisition of the Contractor’s products and/or services by Purchasing Entities. The “Master Price Agreement” is a permissive price agreement. In order for a Purchase Entity to participate in a Master Price Agreement, the appropriate state procurement official or other designated procurement official must be a Participating State or Participating Entity.

**“Materials Management Division” or “MMD”** means the procurement official for the State of Minnesota or a designated representative.

**“NASPO”** means the National Association of State Procurement Officials

**“Participating Addendum” or “Participating Addenda”** means a bilateral agreement executed by the Contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision and other specific language or other requirements. Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the master price agreement. Additional terms and conditions, including but not limited to payment terms, may be added via the Participating Addendum. However, a Participating Addendum may not alter the scope of this Agreement or any other Participating Addendum. ***Unless otherwise specified, the Participating Addendum shall renew consecutively with the Master Price Agreement.*** One digitally formatted, executed copy of the Participating Addendum must be submitted to the WSCA/NASPO Contract Administrator PRIOR to any orders being processed.

**“Participating State” or “Participating Entity”** means a member of NASPO (Participating State) or a political subdivision of a NASPO member (Participating Entity) who has indicated its intent to participate by signing an Intent to Participate, where required, or another state or political subdivision of another state authorized by the WSCA Directors to be a party to the resulting Master Price Agreement.

**“PDA”** means a Personal Digital Assistant and refers to a wide variety of handheld and palm-size PCs, and electronic organizers. PDA’s usually can store phone numbers, appointments, and to-do lists. PDA’s can have a small keyboard, and/or have only a special pen that is used for input and output. The PDA can also have a wireless fax modem. Files can be created on a PDA which is later entered into a larger computer. NOTE: For this procurement, all Tablet PC’s are NOT considered PDA’s. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

**“Peripherals”** means any product that can be attached to, added within, or networked with personal computers or servers, including but not limited to storage, printers (including multifunction network printers), scanners, monitors, keyboards, projectors, uninterruptible power supplies and accessories. Software,

as defined in the RFP, is not considered a peripheral. Adaptive/Assistive technology devices are included as well as configurations for education. Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another contractor holding a Master Price Agreement without the prior approval of the WSCA/NASPO Contract Administrator. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in the contract. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

**“Permissive Price Agreement”** means that placement of orders through the Price Agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the Price Agreement without using statutory or regulatory procedures (e.g., invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the Price Agreement as long as applicable procurement statutes and rules are followed.

**“Per Transaction Multiple Unit Discount”** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity or multiple entities conducting a cooperative purchase.

**“Political Subdivision”** means local public governmental subdivisions of a state, as defined by that state’s statutes, including instrumentalities and institutions thereof. Political subdivisions include cities, counties, courts, public schools and institutions of higher education.

**“Price Agreement/Master Price Agreement”** means an indefinite quantity contract that requires the Contractor to furnish products or services to a Purchasing Entity that issues a valid Purchase Order.

**“Procurement Manager”** means the person or designee authorized by MMD to manage the relationships with WSCA, NASPO, and Participating States/Participating Entities.

**“Product(s)”** means personal computer equipment, peripherals, LAN hardware, pre-loaded Software, and Network Storage devices, but not unrelated services. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

**“Products and Services Schedule Prices”** or **“PSS”** refers to a complete list, grouped by major product and/or service categories, of the Products and services provided by the contractor that consists of an item number, item description and the Purchasing Entity’s price for each Product or Service. All such Products and services shall be approved by the WSCA/NASPO Contract Administrator prior to being listed on a Contractor-supplied web site accessed via a URL. The Contractor(s) shall provide the warranty service and maintenance for all equipment listed on the PSS on a Master Price Agreement as well as a Takeback Program.

**“Purchase Order”** means an electronic or paper document issued by the Purchasing Entity that directs the Contractor to deliver Products or Services pursuant to a Price Agreement.

**“Purchasing Entity”** means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited by statute, in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and authorized to purchase the goods and/or services described in this solicitation.

**“Refurbished Products”** are products that may have been powered on or used by another customer that have been fully retested, defective parts replaced, and repackaged to meet original factory specifications.

**“Services”** are broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. General consulting and all forms of application development and programming services are excluded.

**“Servicing Subcontractor/Subcontractor/Reseller Agent”** means a Contractor authorized and state-approved subcontractor who may provide local marketing support or other authorized services on behalf of the Contractor in accordance with the terms and conditions of the Contractor’s Master Price Agreement. A wholly owned subsidiary or other company providing warranty or other technical support services qualifies as a Servicing Subcontractor. Local business partners may qualify as Servicing Subcontractors. Servicing Subcontractors may not directly accept Purchase Orders or payments for Products or Services from Purchasing Entities, unless otherwise provided for in a Participating Addendum. Servicing Subcontractors shall be named individually or by class in the Participating Addendum. **The Contractor(s) actually holding the Master Price Agreement shall be responsible for Servicing Subcontractor’s providing products and services, as well as warranty service and maintenance for equipment the subcontractor has provided on a Master Price Agreement as well as the Takeback Program.**

**“Standard Configurations”** or **“Premium Savings Configurations”** means deeply discounted standard configurations that are available to Purchasing Entities using the Master Price Agreement only. Any entity, at any time, that commits to purchasing the standard configuration adopted by other Purchasing Entities shall receive the same price from the contract awardees. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals.

**“State Procurement Official”** means the director of the central purchasing authority of a state.

**“Storage Solution/Auxiliary Storage”** means the technology and equipment used for storage of large amounts of data or information. This includes technologies such as: Network Attached Storage (NAS) and Storage Area Networks (SAN). **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.**

**“Takeback Program”** means the Contractor's process for accepting the return of the equipment or other products at the end of life—as determined by the State utilizing the Master Price Agreement.

**“Trade In”** refers to the exchange of used Equipment for new Equipment at a price reduced by the value of the used Equipment.

**“Travel”** means expenses incurred by authorized personnel directly related to the performance of a Service. All such expenses shall be documented in a firm quotation for the Purchasing Entity prior to the issuance and acceptance of a Purchase Order. Travel expenses will be reimbursed in accordance with the purchasing entities allowances, if any, as outlined in the PA.

**“Universal Resource Locator” or “URL”** means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

**“WSCA”** means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

**“WSCA/NASPO Contract Administrator”** means the person or designee authorized by MMD to manage all actions related to the Master Price Agreements on behalf of the State of Minnesota, the participating NASPO and WSCA members, and other authorized purchasers.

## **2. Scope of Work**

The Contractor, or its approved subcontractor, shall deliver computing system Products and services to Purchasing Entities in accordance with the terms of this agreement. This Agreement is a “Master Price Agreement”. Accordingly, the Contractor shall provide Products or Services only upon the issuance and acceptance by Contractor of valid “Purchase Orders”. Purchase Orders may be issued to purchase the license for software or to purchase products listed on the Contractor's PSS. A Purchasing Entity may purchase any quantity of Product or Service listed in the Contractor's PSS at the prices in accordance the Paragraph 13, Price Guarantees. Subcontractor participation is governed by the individual Participating State procurement official.

The Contractor is required to provide and/or agree to take legal responsibility for the warranty and maintenance of all proposed equipment, including peripherals. Taking legal responsibility means the Contractor must provide warranty and maintenance call

numbers, accept, process and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities. The Contractor shall offer a Takeback Program for all products covered by this Agreement.

### **3. Title Passage**

The Contractor must pass unencumbered title to any and all products purchased under this Contract upon receipt of payment by the State. This obligation on the part of the Contractor to transfer all ownership rights does not apply to proprietary materials owned or licensed by the Contractor or its subsidiaries, subcontractors or licensor, or to unmodified commercial software that is available to the State on the open market. Ownership rights to such materials shall not be affected in any manner by this Agreement.

### **4. Permissive Price Agreement and Quantity Guarantee**

This Agreement is not an exclusive agreement. Purchasing Entities may obtain computing system Products and services from other sources during the agreement term. The State of Minnesota, NASPO and WSCA make no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Products or Services will be procured.

### **5. Order of Precedence**

Each Purchase Order that is accepted by the Contractor shall become a part of the Agreement as to the Products and services listed on the Purchase Order only; no additional terms or conditions will be added to this Agreement as the result of acceptance of a Purchase Order. The Contractor agrees to accept all valid Purchase Orders. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Executed Participating Addendum(s);
- B. Terms and conditions of this Agreement;
- C. Exhibits and amendments to this Agreement;
- D. The list of products and services contained in the purchase order;
- E. The request for proposals document; and
- F. Contractor's proposal including best and final offer.

### **6. Payment Provisions**

All payments under this Agreement are subject to the following provisions:

#### **A. Acceptance**

A Purchasing Entity shall determine whether all Products and services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor in a timely manner of non-acceptance of a product or service.

#### **B. Payment of Invoice**

Payments shall be submitted to the Contractor at the address shown on

the invoice, as long as the Contractor has exercised due diligence in notifying the State of Minnesota and/or the Purchasing Entity of any changes to that address. Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. The ordering entity is not required to pay the Contractor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions, and specifications of the Contract and other ordering document and be accepted as satisfactory by the ordering entity before payment will be issued. Payments may be made via a Purchasing Entity's "Purchasing Card".

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.

**C. Payment of Taxes**

Payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's federal and state tax identification numbers. If a Purchasing Entity is not exempt from sales, gross receipts, or local option taxes for the transaction, the Contractor shall be reimbursed by the Purchasing Entity to the extent of any tax liability assessed.

The State of Minnesota State agencies are subject to paying Minnesota sales and use taxes. Taxes for State agencies will be paid directly to the Department of Revenue using Direct Pay Permit #1114.

**D. Invoices**

Invoices shall be submitted to the Purchasing Entity at the address shown on the Purchase Order. Invoices shall match the line items on the Purchase Order.

**7. Agreement Term**

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota, through August 31, 2012. The Agreement may be mutually renewed for two (2) additional one-year terms, or one additional two-year term, unless terminated pursuant to the terms of this Agreement.

**8. Termination**

The following provisions are applicable in the event that the agreement is terminated.

**A. Termination for Convenience**

At any time, the State may terminate this agreement, in whole or in part, by giving the Contractor (30) days written notice; provided, however, neither the State nor a Purchasing Entity has the right to terminate a specific purchase order for convenience after it has been issued if the product is ultimately accepted. At any time, the Contractor may terminate this Agreement, in whole or in part, by giving the WSCA/NASPO Contract

Administrator sixty (60) days written notice. Such termination shall not relieve the Contractor of warranty or other Service obligations incurred under the terms of this Agreement. In the event of a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.

**B. Termination for Cause**

Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

**C. A Purchasing Entity's Rights**

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall retain its rights in all Products and services accepted prior to the effective termination date.

**D. The Contractor's Rights**

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall pay the Contractor all amounts due for Products and services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

**9. Non-Appropriation**

The terms of this Agreement and any purchase order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any purchase order or other document, a Purchasing Entity may terminate its obligations under this Agreement, if sufficient appropriations are not made by the governing entity at a level sufficient to allow for payment of the goods or services due for multiple year agreements, or if operations of the paying entity are being discontinued. The Purchasing Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

A Purchasing Entity shall provide sixty (60) days notice, if possible, of its intent to terminate for reason cited above. Such termination shall relieve the Purchasing Entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant Purchase Order.

**10. Shipment and Risk of Loss**

A. All deliveries shall be F.O.B. destination, prepaid and allowed, with all transportation and handling charges included in the price of the product and paid

by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.

B. Whenever a Purchasing Entity does not accept Products and returns them to the Contractor, all related documentation furnished by the Contractor shall be returned also. Unless otherwise agreed upon by the Purchasing Entity, the Contractor is responsible for the pick-up of returned Products. The Contractor shall bear all risk of loss or damage with respect to returned Products except for loss or damage directly attributable to the negligence of the Purchasing Entity.

C. Unless otherwise arranged between the Purchasing Entity and Contractor, all Products shall be shipped within 30 to 60 days after receipt of a purchase order, by a reliable and insured shipping company.

## **11. Warranties**

A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses, or sells, to the Purchasing Entity under this Agreement. The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished through this Agreement. Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process, and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement. In general, the Contractor warrants that:

1. The Product conforms to the specific technical information about the Contractor's products which is published in the Contractor's product manuals or data sheets.
2. The product will meet mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications.
3. The Product will be suitable for the ordinary purposes for which such Product is used,
4. The Product has been properly designed and manufactured for its intended use, and
5. The Product is free of significant defects in material and workmanship, or unusual problems about which the Purchasing Entity has not been warned.
6. The Product is in the legal possession of the Purchasing Entity, as defined in Article 10 Shipment and Risk of Loss, before any warranty period begins.
7. Exhibit A contains additional warranties in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem

arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or the use of a Product in conjunction or combination with other products or software not authorized by the Contractor. The following is a list of the warranties attached as **Exhibit A**:

a) h4276-emc-prod-warranty-maint-table.pdf

B. Contractor may modify the warranties described in Exhibit A from time to time with the prior approval of the WSCA/NASPO Contract Administrator.

C. Warranty documents for Products manufactured by a third party shall be delivered to the Purchasing Entity with the Products.

D. The basic warranty shall be three year, next business day, as stated in Appendix B of the RFP, for all products included in the Bands listed in Article 14 Products and Services Schedule.

## **12. Patent, Copyright, Trademark and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the State of Minnesota, Participating and Purchasing Entities and their agencies against any claim that any Product or Service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a Purchasing Entity based upon the Contractor's trade secret infringement relating to any Product or Service provided under this Agreement, the Contractor agrees to reimburse the Lead State for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Lead State or Participating or Purchasing Entity shall:

1. Give the Contractor prompt written notice of any claim;
2. Allow the Contractor to control the defense or settlement of the claim; and
3. Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any Products or Service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1. Provide a Purchasing Entity the right to continue using the Products or Services;
2. Replace or modify the Products or Services so that it becomes non-infringing; or
3. Accept the return of the Products or Service and refund an amount equal to the depreciated value of the returned Products or Service, less the unpaid portion of the purchase price and any other amounts, which are due to the contractor. The Contractor's obligation will be void as to any Products or Services modified by

the Purchasing Entity to the extent such modification is the cause of the claim.

- C. The Contractor has no obligation for any claim of infringement arising from:
1. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
  2. The Contractor's use of technical information or technology provided by the Purchasing Entity;
  3. Product modifications by the Purchasing Entity or a third party;
  4. Product use prohibited by Specifications or related application notes; or
  5. Product use with products that are not the Contractor branded.

### **13. Price Guarantees**

The Purchasing Entities shall pay the lower of the prices contained in the PSS or an Announced Promotion Price, Educational Discount Price, General Price Reduction price, Trade-In price, Standard Configuration price or Per Transaction Multiple Unit Discount. Only General Price Reduction price decreases will apply to all subsequent Purchase Orders accepted by Contractor after the date of the issuance of the General Price Reduction prices.

The initial base-line, Cumulative, and Per Transaction Multiple Unit Discounts shall be submitted by the Contractor in a format agreeable to both parties prior to signing the Agreement. Once a cumulative volume has been reached, the increased price discount will apply to all future orders, until the next level of cumulative volume is reached.

### **14. Product and Service Schedule**

The Contractor agrees to maintain the PSS in accordance with the following provisions:

- A. The PSS prices for Products and services will conform to the guaranteed prices discount levels on file with WSCA/NASPO Contract Administrator for the following Products:

#### **Band 4 – Storage**

##### **SAN Connect Devices**

##### **Backup/Recovery Solutions**

- B. The Contractor may change the price of any Product or Service at any time, based upon documented baseline price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period unless or until prior approval is obtained from the WSCA/NASPO Contract Administrator. The Contractor agrees that the PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.

- C. The Contractor may make model changes; add new Products, and Product upgrades or Services to the PSS in accordance with Item 15. Product Substitutions, below. The pricing for these changes shall incorporate, to the extent possible, comparable price discount levels approved by the WSCA/NASPO Contract Administrator for similar Products or Services.
- D. The Contractor agrees to delete obsolete and discontinued Products from the PSS on a timely basis.
- E. The Contractor shall maintain the PSS on a Contractor supplied Internet web site.

**15. Product Substitutions**

**A. Substitution of units/configurations**

MMD and the WSCA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations will be permitted with the prior written approval of the WSCA/NASPO Contract Administrator. This substitution is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA/NASPO Contract Administrator.

**B. Addition of units/configurations**

MMD and the WSCA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units may be permitted, with the prior approval of the WSCA/NASPO Contract Administrator and the WSCA Directors. The addition of new, emerging units and configurations is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA Directors.

**16. Technical Support**

The Contractor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to Purchasing Entity personnel who wish to obtain competent technical assistance regarding the installation or operation of Products supplied by the Contractor during a product warranty period or during a support agreement.

**17. Takeback and Other Environmental Programs**

The Contractor agrees to maintain for the term of this Agreement, and all renewals/extensions thereof, programs as described in the following paragraphs.

- A. Takeback/Recycling of CPUs, servers, monitors, flat panel displays, notebook computers, and printers. Costs are list on the web site.
- B. Environment: Compliance with the following standards: Blue Angel, EcoLogo, Energy Star, EPEAT (by level), Green Guard, Nordic Swan, and TCO.
- C. Product labeling of compliance with Items B & C above, as well as a identification of such information on the web site.

**18. Product Delivery**

Contractor agrees to deliver Products to Purchasing Entities within (90) days after receipt of a valid Purchase Order, or in accordance with the schedule in the Purchasing Entity's Purchase Order.

**19. Force Majeure**

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

**20. Records and Audit**

Per Minn. Stat. § 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the Contractor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Audit and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.

Unless otherwise required by other than Minnesota Purchasing Entity governing law, such records relevant to other Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of three years from the date of acceptance of the Purchase Order.

**21. Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not employees of the State of Minnesota or of any participating entity. The Contractor has no authorization, express or implied to bind the Lead State, NASPO, WSCA or any participating entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the Lead State, NASPO, WSCA, or participating entity, except as expressly set forth herein. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Lead State or Participating Entity as a result of this Agreement.

**22. Use of Servicing Subcontractors**

The Contractor may subcontract services and purchase order fulfillment and/or support in accordance with the following paragraphs. However, the Contractor shall remain solely responsible for the performance of this Agreement.

- A. Reseller Agent, Service Provider or Servicing Subcontractors shall be identified individually or by class in the applicable Participating Addendum, or as noted in the Participating Addendum on the Purchasing Entities extranet site. The ordering and payment process for Products or Services shall be defined in the Participating Addendum.

### **23. Payments to Subcontractors**

In the event the Contractor hires subcontractors to perform all or some of the duties of this Contract, the Contractor understands that in accordance with Minn. Stat. § 16A.1245 the Contractor shall, within ten (10) days of the Contractor's receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontract that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under this Contract. In the event the Contractor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are not remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

The Contractor shall ensure that the subcontractor transfers all intellectual or industrial property rights, including but not limited to any copyright it may have in the work performed under this Contract, consistent with the intellectual property rights and ownership sections of this Contract. In the event the Contractor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under this Contract, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Contractor.

### **24. Indemnification, Hold Harmless and Limitation of Liability**

The Contractor shall indemnify, protect, save and hold harmless the Lead State, Participating Entities, and its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contractor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's or Participating Entities' failure to fulfill its obligations pursuant to the Contract.

The State agrees that the Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to

indemnify, defend and hold the State harmless against intellectual property infringement or copyright claims under paragraph 12 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence, or intentional wrongdoing of the State.

**25. Amendments**

Contract amendments shall be negotiated by the State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. This Agreement shall be amended only by written instrument executed by the parties. An approved Contract amendment means one approved by the authorized signatories of the Contractor and the State as required by law.

**26. Scope of Agreement**

This Agreement incorporates all of the agreements of the parties concerning the subject matter of this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**27. Severability**

If any provision of this Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, by a court of competent jurisdiction then both the State and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

**28. Enforcement of Agreement/Waivers**

A. No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract shall be waived except by the written consent of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

B. Waiver of any breach of any provision of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

C. Neither party's failure to exercise any of its rights under this Contract will constitute or be deemed a waiver or forfeiture of those rights.

**29. Web Site Maintenance**

A. The Contractor agrees to maintain and support an Internet website linked to the State's administration website for access to the PSS, service selection assistance, problem resolution assistance, billing concerns,

configuration assistance, Product descriptions, Product specifications and other aids described in the RFP, and/or in accordance with instructions provided by the WSCA/NASPO Contract Administrator. The Contractor agrees that the approved PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.

- B. The Contractor agrees to maintain and support Participating State and Entity Internet websites for access to the specific Participating Entity PSS, as well as all other items listed in Item 29A. above. The website shall have the ability to hold quotes for 45 days, as well as the ability to change the quote.
- C. The Contractor may provide electronic commerce assistance for the electronic submission of Purchase Orders, purchase order tracking and reports.
- D. Once the website is approved, the Contractor may not make changes to the website without notifying the WSCA/NASPO Contract Administrator and receiving written approval of the changes.

**30. Equal Opportunity Compliance**

The Contractor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the contractor under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

The Contractor certifies that it will remain in compliance with Minn. Stat. § 363.073 during the life of the Contract.

**31. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or order against this Agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's state. Venue for any claim, dispute or action concerning the construction and effect of the Agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against this Agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's state.

**32. Change in Contractor Representatives**

Contractor shall appoint a primary representative to work with the WSCA/NASPO Contract Administrator to maintain, support and market this Agreement. The

Contractor shall notify the WSCA/NASPO Contract Administrator of changes in any Contractor key personnel, in writing, and in advance if possible. The State reserves the right to require a change in Contractor's then-current primary representative if the assigned representative is not, in the opinion of the State, adequately serving the needs of the Lead State and the Participating Entities.

**33. Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the Lead State and Participating Entities, its officers and employees, from all contractual liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Lead State or any Participating Entity to any obligation, unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.

**34. Data Practices**

- A. The Contractor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contractor and all data provided to the State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained or disseminated by the Contractor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).
- B. In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the State.
- C. The Contractor agrees to indemnify, save, and hold the State of Minnesota, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contractor subcontracts any or all of the work to be performed under the Contract, the Contractor shall retain responsibility under the terms of this paragraph for such work.

**35. Organizational Conflicts of Interest**

- A. The Contractor warrants that, to the best of its knowledge and belief, and

except as otherwise disclosed, there are not relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contractor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contractor's objectivity in performing the work is or might be otherwise impaired; or
- the Contractor has an unfair competitive advantage.

B. The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the WSCA/NASPO Contract Administrator, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," and "WSCA/NASPO Contract Administrator" modified appropriately to preserve the State's rights.

**36. Replacement Parts**

Unless otherwise restricted in a Participating Addendum or maintenance service agreement, replacement parts may be manufacturer-certified refurbished parts carrying USA OEM warranties.

**37. FCC Certification**

The Contractor agrees that Equipment supplied by the Contractor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Agreement for cause.

**38. Site Preparation**

A Purchasing Entity shall prepare and maintain its site in accordance with written instructions furnished by the Contractor prior to the scheduled delivery date of any Products and shall bear the costs associated with the site preparation.

**39. Assignment**

The Contractor shall not sell, transfer, assign, or otherwise dispose of this Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contractor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of this Contract. Failure to do so may result in the Contractor being held in default. This consent requirement includes reassignment of this Contract due to a change in ownership, merger, or

acquisition of the Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign this Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contractor shall remain solely liable for all performance required and provided under the terms and conditions of this Contract.

**40. WSCA/NASPO Contract Administrator**

The State shall appoint an WSCA/NASPO Contract Administrator whose duties shall include but not be limited to the following:

- A. The WSCA/NASPO Contract Administrator may provide instructions concerning the contents of the Contractor's website.
- B. The WSCA/NASPO Contract Administrator will facilitate dispute resolution between the Contractor and Purchasing Entities. Unresolved disputes shall be presented to the State for resolution.
- C. The WSCA/NASPO Contract Administrator shall promote and support the use of this Agreement by NASPO members and other Participating Entities.
- D. The WSCA/NASPO Contract Administrator shall advise the State regarding the Contractor's performance under the terms and conditions of this Agreement.
- E. The WSCA/NASPO Contract Administrator shall receive and approve quarterly price agreement utilization reports and the administration fee payments.
- F. The WSCA/NASPO Contract Administrator shall periodically verify the Product and Service prices in the PSS conform to the Contractor's volume price and other guarantees. The WSCA/NASPO Contract Administrator may require the Contractor to perform web site audits to accomplish this task.
- G. The WSCA/NASPO Contract Administrator shall conduct annual Contractor performance reviews.
- H. The WSCA/NASPO Contract Administrator shall maintain an Agreement administration website containing timely and accurate information.

**41. Survival**

The following rights and duties of the State and Contractor will survive the expiration or cancellation of the resulting Contract. These rights and duties include, but are not limited to Paragraph 12. Patent, Copyright, Trademark and Trade Secret Indemnification; Paragraph 20. Records and Audit; Paragraph 24. Indemnification, Hold Harmless, and Limitation of Liability; Paragraph 31, Governing Law; Paragraph 34. Data Practices; and Paragraph 52. Right to Publish.

**42. Succession**

This Agreement shall be entered into and be binding upon the successors and assigns of the parties.

**43. Notification**

- A. If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices shall be addressed as follows:

**To MMD:**

Department of Administration  
Materials Management Division  
Bernadette Kopischke, CPPB  
Acquisitions Supervisor  
50 Sherburne Avenue  
112 State Administration Building  
St. Paul, MN 55155  
Fax: 651.297.3996  
Email: bernie.kopischke@state.mn.us

**44. Reporting and Fees**

- A. Administration Reporting and Fees
  - 1. The Contractor agrees to provide monthly utilization reports to the WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract Administrator by the 15th of the month following the end of the previous month. (Ex. Purchases during January are reported by the 15th of February; purchases made during February are reported by the 15th of March; etc.). The report shall be in the format developed by the Lead State and supplied to the Contractor.
  - 2. The Contractor agrees to provide quarterly Administrative Fee check payable to WSCA/NASPO for an amount equal to one-twentieth of one percent (0.0005) of the net sales for the period. The form to be submitted with the check, as well as the mailing address, has been supplied to the Contractor. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

- 3. The Contractor agrees to include all Reseller Agent sales in the monthly utilization reports described above. In addition, the

Contractor agrees to provide a supplemental Reseller Agent utilization report of the net sales for the period subtotaled by Purchasing Entity name, within Purchasing Entity state name by Reseller Agent Name.

4. The Contractor agrees to provide with the utilization report the environmental information shown in the report format provided; as well as a supplemental report of the number and type of units taken back in a format to be mutually agreed to.
5. The utilization reports shall be submitted to the WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract Administrator via electronic mail in a Microsoft Excel spreadsheet format, or other methods such as direct access to Internet or other databases.
6. If requested by the WSCA/NASPO Contract Administrator, the Contractor agrees to provide supporting Purchase Order detail records on mutually agreed magnetic media in a mutually agreed format. Such request shall not exceed twelve per year.
7. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the Contractor's primary representative, suspension of this Agreement or termination of this Agreement for cause.
8. The WSCA/NASPO Contract Administrator shall be allowed access to all reports from all Purchasing Entities.

**B. Participating Entity Reports and Fees**

1. Participating Entities may require an additional fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in to the Participating Addendum that is made a part of this Agreement. The Contractor may adjust PSS pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of that State. All such agreements shall have no affect whatsoever on the WSCA fee or the prices paid by the Purchasing Entities outside the jurisdiction of the State requesting the additional fee.
2. Purchasing Entities will be encouraged to use the reporting format developed by the lead State for their reporting needs. However, the Contractor agrees to provide additional reports to Purchasing Entities upon agreement by both parties as to the content and delivery methods of the report. Methods of delivery may include direct access to Internet or other databases.
3. Each State Purchasing Entity shall be allowed access to reports from all entities within that State.

**45. Default and Remedies**

- A. Any of the following shall constitute cause to declare this Agreement or

any order under this Agreement in default:

1. Nonperformance of contractual requirements; or
  2. A material breach of any term or condition of this Agreement.
- B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire Agreement), a Participating Entity (in the case of a breach of the participating addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- C. If the default remains after the opportunity for cure, the non-defaulting party may:
1. Exercise any remedy provided by law or equity;
  2. Terminate the Agreement, a Participating Addendum, or any portion thereof, including any Purchase Orders issued against the Agreement;
  3. Impose liquidated damages, as specified in a Participating Addendum;
  4. In the case of default by the Contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend Contractor from receiving future solicitations.
  5. Charge the defaulting Contractor the full increase in cost and administrative handling to purchase the product or service from another Contractor.
- D. The MMD reserves the right, upon approval of the WSCA Directors, to develop and implement a step-by-step process to deal with Contractor failure to perform issues.

#### **46. Audits**

**A. Website Pricing Audit**

The Contractor agrees to assist the WSCA/NASPO Contract Administrator or designee with web site Product and pricing audits based on the requirements described in the Vendor Mandatory meeting presentation. Website pricing audits will be performed on a monthly basis.

1. The product audit will closely monitor the products and services listed on the website to insure they comply with the approved products and services. The addition of products or services not approved by the WSCA/NASPO Contract Administrator will not be tolerated and may be considered a material breach of this Agreement.

**B. Sales Audit**

The Contractor further agrees to provide sales audit reports based on the

formulas described in the Vendor Mandatory meeting presentation. These presentations were held the week of March 30-April 3, 2009.

- C. Upon request, the Contractor agrees to assist Participating Entities with invoice audits to ensure that the Contractor is complying with this Agreement in accordance with mutually agreed procedures set forth in the Participating Addendum.

**47. Extensions**

If specifically authorized by provision in a Participating Addendum, Contractor may, at the sole discretion of Contractor and in compliance with the laws of the Participating State, offer Products and services to non-profit organizations, private schools, Native American governmental entities, government employees and students within the governmental jurisdiction of the entity completing the Participating Addendum with the understanding that the governmental entity has no liability whatsoever concerning payment for products or services.

**48. Sovereign Immunity**

The State does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

**49. Ownership**

- A. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contractor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contractor upon completion, termination or cancellation of the Contract. The Contractor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contractor's obligations under the Contract without the prior written consent of the State.
- B. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contractor conceives or originates, either individually or jointly with others, which arise out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contractor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contractor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

**50. Prohibition Against Gratuities**

- A. The State may, by written notice to the Contractor, terminate the right of

the Contractor to proceed under this Contract if it is found by the State that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any employee, agent, or representative of the Contractor to any officer or employee of the State with a view toward securing this Contract, or securing favorable treatment with respect to the award or amendment of this Contract, or the making of any determinations with respect to the performance of this Contract.

- B. The Contractor certifies that no elected or appointed official or employee of the State has benefited or will benefit financially or materially from this Contract. This Contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned individuals from the Contractor, its agent, or its employees.

**51. Antitrust**

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**52. Right to Publish**

- A. Any publicity given to the program, publications or services provided resulting from the Contract, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors or resellers shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the WSCA/NASPO Contract Administrator.
- B. The Contractor shall not make any representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the WSCA/NASPO Contract Administrator. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

**53. Performance While Dispute is Pending**

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under this Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under this Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

**54. Hazardous Substances**

To the extent that the goods to be supplied to the Purchasing Entity by the Contractor contain or may create hazardous substances, harmful physical agents

as set forth in applicable State and federal laws and regulations, the Contractor must provide the Purchasing Entity, upon request, with Material Safety Data Sheets regarding those substances (including mercury).

**55. Customer Satisfaction/Complaint Resolution**

- A. The Contractor's process for resolving complaints concerning products, support, and billing problems is attached as **Exhibit B**.
- B. The Contractor will survey its customers in each Participating State approximately two (2) months prior to the annual meeting with the Contract Administrator using, at a minimum, the survey questions provided by the State.

**56. Value Added Services**

The Contractor is expected to provide such services as installation, training, and software imaging upon request of the Purchasing Entity. Additional Value Added Services offered by the Contractor are attached as **Exhibit C**.

**57. E-Rate Program**

The E-Rate program is not applicable for SAN and NAS products.

The Contractor shall make every effort to continue its involvement in this program and to add products as applicable.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the State of Minnesota Commissioner of Administration, below.

**1. EMC CORPORATION**

The Contractor certifies that the appropriate person

By: 

Name: Joseph F. Spaniol III

Title: Sr. Director Federal Contracts,

Compliance, and Pricing

Date: May 19, 2009

**2. MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: 

Title: Acquisitions Supervisor

Date: 5/26/09

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: 

Date: **Original signed**

MAY 26 2009

**By Brenda Willard**

**EXHIBIT A – ADDITIONAL WARRANTIES**

See the attached document titled EMC Product Warranty and Maintenance Table.

## EMC PRODUCT WARRANTY AND MAINTENANCE TABLE

The table below sets forth EMC Product-specific warranty and maintenance terms and information. Each Product identified as Equipment also includes its related Core Software. Any software, excluding Core Software, that is not specifically identified on this table is governed by the terms stated at the row entitled "Software."

EMC recommends that you locate Products on the following table by simultaneously pressing the "Control" key and the letter "F" key to activate the "Find" feature, and then typing in the name of the applicable Product.

Product	Standard Warranty Period and Support Option	Support Option Upgrade during Warranty Period	* Initial Product Installation	Support Options during Maintenance Period	Customer-Performed Tasks 1	Designated Customer-Replaceable Units (CRUs) 2
AlphaStor Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Strongly recommended for separate purchase by Customer from EMC	Premium, Enhanced	Installation of subsequent Software Releases	None
ApplicationXtender Family Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced	Installation of subsequent Software Releases	None
Atmos Equipment	1 year; Basic	Premium, Enhanced	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced, Basic	Replacement of designated CRUs.	Cooling units, disk-array enclosures (DAE), disk drives, Ethernet switches, logical control cards, power supplies, servers
Atmos Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced, Basic	Installation of subsequent Software Releases	None
Autograph Family Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Basic	Installation of subsequent Software Releases	None
AutoStart Family Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced	Installation of subsequent Software Releases	None
AutoSwap Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
AVALONidm Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced	Installation of subsequent Software Releases	None

Avamar Data Store	2 years; Enhanced	Premium	Installation not included. Strongly recommended for separate purchase by Customer from EMC	Premium, Enhanced	Replacement of the designated CRUs	Power Supply, Disk Drives
Avamar Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Premium	Installation not included. Strongly recommended for separate purchase by Customer from EMC	Premium, Enhanced	Installation of subsequent Software Releases	None
Backup Manager for SharePoint Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Strongly recommended for separate purchase by Customer from EMC	Premium, Enhanced	Installation of subsequent Software Releases	None
Blade Logic Brand Software	No longer available for sale. Maintenance only.	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced	Installation of subsequent Software Releases	None
Captiva Family Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced, Basic	Installation of subsequent Software Releases	None
Catalog Solution Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
Celerra Family Equipment (excluding NX4, NS20, NS-120, NS-480, NS-960 and NS-G8)	2 Years; Premium	Not Applicable	Performed by EMC and included in Product Purchase	Premium	None	None
Celerra NX4 Equipment	3 Years; Enhanced	Premium	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced, Premium	Replacement of Designated CRUs	Power/Cooling Module (in Processor Enclosures, and in Disk Array Enclosures), Blade, Storage Processor (SP), SP DIMM memory, SP I/O Module, SFP Transceiver, Standby Power Supply, Link Control Card, and Disk
Celerra NS20 Equipment	3 Years; Enhanced	Premium	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced, Premium	Replacement of Designated CRUs	Power/Cooling Module (in Processor Enclosures), SFP Transceiver Module, Disk
Celerra NS-120 and NS-480 Equipment	3 Years; Enhanced	Premium	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced, Premium	Replacement of Designated CRUs	Power/Cooling Module (in Processor Enclosures), Blade, Management I/O Module (in Storage Processor Enclosure), SFP Transceiver, Standby Power Supply, and Disk

Celerra NS-960 and NS-G8 Equipment	3 Years; Enhanced	Premium	Installation not included. Requires separate purchase by Customer from EMC	Enhanced, Premium	Replacement of Designated CRUs	SFP Transceivers, X-Blade Enclosure Power Supply, X-Blade Enclosure Fan, Storage Processor Enclosure Power Supply, Storage Processor Enclosure Fan, and Disk
Celerra Manager Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	None	None
Celerra Replicator Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	None	None
CLARiiON AX100 and AX100i Equipment	No longer available for sale. Maintenance only	Enhanced	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced, Basic	Replacement of designated CRUs.  Installation of AX100 Core Software and system based Software Releases	All components
CLARiiON AX150 Equipment	1 year; Basic	Enhanced	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced, Basic	Replacement of designated CRUs.  Installation of AX150 Core Software and system based Software Releases	All components
CLARiiON AX150/150i - EMC Insignia Equipment	1 year; Basic	Enhanced	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced, Basic	Replacement of designated CRUs  Installation of AX150/150i Core Software and system based Software Releases	All components
CLARiiON AX4 series Equipment	3 Years; Enhanced	Premium	Performed by Customer or may be available for separate purchase	Premium, Enhanced	Replacement of designated CRUs  Installation of AX4 Core Software and system based Software Releases	All components
CLARiiON CX200 Equipment	No longer available for sale. Maintenance only.	Not Applicable	Performed by EMC and included in Product Purchase	Premium	None	None
CLARiiON CX300 Equipment	2 Years; Premium	Not Applicable	Performed by EMC and included in Product Purchase	Premium, Enhanced	Replacement of designated CRUs	Disk drives
CLARiiON CX400/600 Equipment	No longer available for sale. Maintenance only.	Not Applicable	Performed by EMC and included in Product Purchase	Premium	None	None
CLARiiON CX500/700 Equipment	No longer available for sale. Maintenance only.	Not Applicable	Performed by EMC and included in Product Purchase	Premium, Enhanced	Replacement of designated CRUs	Disk drives
CLARiiON CX3-series Equipment	3 Years; Enhanced	Premium	Performed by EMC and included in Product Purchase	Premium, Enhanced	Replacement of designated CRUs  Installation of CX3-Series Core Software and system based Software Releases	Power supply, cooling units, Small Form Factor Pluggable Transceivers, disk drives per approval of Disk Replacement Utility (DRU) tool

CLARiiON CX4-series Equipment	3 Years; Enhanced	Premium	Performed by Customer or may be available for separate purchase	Premium, Enhanced	Replacement of designated CRUs  Installation of CX4-Series system based Software Releases	Power supply, cooling units, Small Form Factor Pluggable Transceivers, disk drives per approval of Disk Replacement Utility (DRU) tool
CLARiiON FC45xx/4700/4700-2 Equipment	No longer available for sale. Maintenance only	Not Applicable	Performed by EMC and included in Product Purchase	Premium	None	None
Connectrix Family Equipment	2 Years; Premium	Not Applicable	Performed by EMC and included in Product Purchase	Premium	None	None
CopyPoint software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
DatabaseXtender Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced	Installation of subsequent Software Releases	None
DiskXtender Family Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Strongly recommended for separate purchase by Customer from EMC	Premium, Enhanced	Installation of subsequent Software Releases	None
Documentum Family Software (except ApplicationXtender)	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced, Basic	Installation of subsequent Software Releases	None
EmailXtender Family Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced	Installation of subsequent Software Releases	None
EMC Backup Advisor Family Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Strongly recommended for separate purchase by Customer from EMC	Premium, Enhanced	Installation of subsequent Software Releases	None
EMC Data Protection Advisor	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Strongly recommended for separate purchase by Customer from EMC	Premium, Enhanced	Installation of subsequent Software Releases	None
EMC Centera Family Equipment	2 Years, Enhanced	Premium	Performed by EMC and included in Product Purchase	Premium, Enhanced	Resetting of modems and nodes	None
EMC ControlCenter Family Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option		Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
EMC Disk Library Family Equipment (except for DL3D-1500, DL3D-3000, and 3D-4000)	2 years; Premium	Not Applicable	Performed by EMC and included in Product Purchase	Premium	None	None
EMC Disk Library Family Equipment for DL3D-1500, DL3D-3000, and 3D-4000	3 years; Enhanced	Premium	Installation not included. Requires separate purchase by Customer from EMC	Premium	Replacement of Designated CRUs	Disk Drives within the array only

EMC Geographically Dispersed Disaster Restart Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
EMC IT Compliance Analyzer-Application Addition Equipment	No longer available for sale. Maintenance only.	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Basic	Installation of subsequent Software Releases	None
EMC Rainfinity Appliance Equipment	1 year, Enhanced	Premium (applies only to qualifying models specified by EMC in the product quote)	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced, Premium (applies only to qualifying models specified by EMC in the maintenance quote)	Replacement of the designated CRUs. Installation of subsequent Software Releases	Disk drives and power supply
EMC Rainfinity Appliance Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced, Premium (applies only to qualifying models specified by EMC in the maintenance quote)	Installation of subsequent Software Releases	
EMC Smarts Application Discovery Manager Appliance Equipment (nLayers)	1 year, Enhanced	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced	Installation of subsequent Software Releases	None
EMC Smarts Application Discovery Manager Appliance Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Basic	Installation of subsequent Software Releases	None
EMC Smarts Family Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Basic	Installation of subsequent Software Releases	None
EMC Voyence Family Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Basic	Installation of subsequent Software Releases	None
Engenuity operating environment for Symmetrix	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Performed by EMC and included in Product Purchase	Premium	None	None
eRoom software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced, Basic	Installation of subsequent Software Releases	None
HomeBase Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Strongly recommended for separate purchase by Customer from EMC	Enhanced	Installation of subsequent Software Releases	None
InfoMover	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
Informative Graphics Brava! WebKit Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced, Basic	Installation of subsequent Software Releases	None

Infra Family Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Basic	Installation of subsequent Software Releases	None
Invista Equipment	2 Years; Premium	Not Applicable	Performed by EMC and included in Product Purchase	Premium	None	None
IT Compliance Analyzer Application Edition Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Basic	Installation of subsequent Software Releases	None
IT Performance Reporter Network Edition Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Basic	Installation of subsequent Software Releases	None
IT Process Centre Request Management Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Basic	Installation of subsequent Software Releases	None
Kofax Ascent Capture Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced	Installation of subsequent Software Releases	None
MirrorView Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
Navisphere Family Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
NetWin 110 Equipment	No longer available for sale. Maintenance only	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Support level as identified at <a href="#">EMC Product Maintenance NetWin 110</a>	Replacement of the designated CRU	All components
NetWin 200 Equipment	No longer available for sale. Maintenance only	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Support level as identified at <a href="#">EMC Product Maintenance NetWin 200</a>	Replacement of the designated CRU	All components
NetWorker Family Software (except for NetWorker Fast Start)	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Strongly recommended for separate purchase by Customer from EMC	Premium, Enhanced.	Installation of subsequent Software Releases	None
NetWorker Fast Start	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Basic	Installation of subsequent Software Releases	None
Open Migrator/LM Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None

Open Replicator For Symmetrix Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
Performance Essential	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
PowerPath Family Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
RecoverPoint Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Strongly recommended for separate purchase by Customer from EMC	Premium	None	None
RecoverPoint Equipment	1 year; Premium	Not Applicable	Installation not included. Strongly recommended for separate purchase by Customer from EMC	Premium	None	None
Replication Manager Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Strongly recommended for separate purchase by Customer from EMC	Premium	Installation of subsequent Software Releases	None
RepliStor Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced	Installation of subsequent Software Releases	None
SAN Copy Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
SnapView Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
Software (Application, Enhanced Feature and/or Enterprise Storage Software, but excluding Core Software) not listed with its own warranty or maintenance Support Options on this table	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Basic	Installation of subsequent Software Releases	None
SourceOne	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced	Installation of subsequent Software Releases	None
SRDF Family Software	90 days; defective media replacement - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None

Symmetrix Family Equipment (excluding Symmetrix V-Max Series)	2 Years; Premium	Not Applicable	Performed by EMC and included in Product Purchase	Premium	None	None
Symmetrix V-Max Series	3 Years; Premium	Not Applicable	Performed by EMC and included in Product Purchase	Premium	None	None
Symmetrix Management Console Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
Symmetrix Manager Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
Symmetrix Optimizer Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
Telestream Flip Factory Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced, Basic	Installation of subsequent Software Releases	None
TeraSAM Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
TimeFinder Family Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
ViewPoint Software for SAP	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced,	Installation of subsequent Software Releases	None
VisualSRM Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
VSAM Assist Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None
Web Publisher Portlets Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced, Basic	Installation of subsequent Software Releases	None
Woodwing Smart Connection Enterprise Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium, Enhanced, Basic	Installation of subsequent Software Releases	None

X-Hive Family Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Basic	Installation of subsequent Software Releases	None
xPression Family Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Enhanced, Basic	Installation of subsequent Software Releases	None
z/OS Storage Manager Software	<u>90 days; defective media replacement</u> - Support during warranty available with purchase of a maintenance support option	Not Applicable	Installation not included. Performed by Customer or may be available for separate purchase	Premium	Installation of subsequent Software Releases	None

\* Installation services may be offered by EMC or an authorized service partner.

**1. Customer-Performed Tasks:**

Customer-Performed Tasks are product support tasks that Customer is authorized by EMC to perform and will not be performed by EMC as part of the Product warranty or maintenance. EMC will provide diagnostic tools and documentation to enable Customer to perform replacement of designated CRUs and other service tasks.

**2. Customer Replaceable Units (CRUs):**

CRUs are specific assemblies, components or individual parts of designated EMC equipment that Customer is authorized by EMC to self-replace. In the event of a failure or technical issue, Customer may remove and replace a CRU by using EMC provided diagnostic tools and/or documentation. Assemblies or components not designated as CRUs must be serviced and/or replaced by EMC or an EMC authorized service partner.

EMC<sup>2</sup>, EMC, EMC Centera, EMC ControlCenter, AlphaStor, ApplicationXtender, Avamar, Captiva, Catalog Solution, Celerra, Centera, CentraStar, CLARiiON, Connectrix, Dantz, DiskXtender, Documentum, EmailXtender, eRoom, Invista, Legato, Navisphere, nLayers, Powerlink, Rainfinity, RepliStor, Retrospect, Smarts, SnapView/IP, SRDF, Symmetrix, TimeFinder, VisualSAN, VSAM-Assist, where information lives, and Xtender are registered trademarks and Atmos, AutoStart, AutoSwap, AVALONidm, CopyCross, CopyPoint, DatabaseXtender, EDM, InfoMover, MirrorView, NetWin, SAN Copy, SAN Manager, Symmetrix DMX and VisualSRM are trademarks of EMC Corporation. All other trademarks used herein are the property of their respective owners. © 2003, 2004, 2005, 2006, 2007, 2008, 2009 EMC Corporation. All rights reserved.

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## EXHIBIT B – COMPLAINT RESOLUTION

EMC provides a single contact point (amongst multiple vendors) for the entire solution.

Placing a Service Call "Case":

Opening the service case alerts EMC that a problem is occurring and starts all our support mechanisms. Opening the case with the correct Serial Number allows the incident to be recorded in our tracking tool and gives visibility to the issue to anyone inside EMC working the issue. We would rather work with an issue that turns out to be nothing than become alerted at the point it is a problem that is critical and impacts availability.

In the event that you cannot determine if it is a hardware or software problem, state so and ask to be routed to a software engineer for further analysis. It is your option, based on priority, to ask for live transfer to an engineer; otherwise a callback may be initiated.

Escalation Summary:

1. Log a call with 1-800-SVC-4EMC. (1-800-872-4786) OR <http://powerlink.emc.com/>
2. Work the issue with the solution center engineer and set appropriate expectations and specific communication timeframes to ensure timely resolution. Be sure to provide the detailed symptom/issue and also request to be live transferred to the next available engineer.
3. If you have been working an issue with an engineer and then are unable to re-contact that engineer, contact a dispatcher at 1-800-SVC-4EMC and request another engineer or the duty manager to be paged.
4. If the problem persists and is mission critical, request to escalate for more attention and ask to be live transferred to the next engineer if possible. Inform the solution center engineer that you would like the case escalated and the priority increased. You may also then request the duty manager to be paged.

NOTE: Please refer to the severity levels below when escalating.

Always escalate if you do not get a call back if:

- Severity 1 and you have not received a callback within 30 minutes.
- Severity 2 and you have not received a callback within 3 hours.
- Severity 3 and you have not received a callback within 24 hours.

Examples of Severity Levels for Hardware & Software calls:

- Level 1: Severe Customer Business Impact. Customer or workgroup cannot perform normal job functions.
  - Examples: System down, Data loss, Data unavailable, Unavailable Workaround
  - Response Time: 4 hours
- Level 2: Moderate Customer Business Impact. Customer or workgroup performance of job function is degraded.
  - Examples: Major system function is unavailable or degraded, Available Workaround, Running unprotected, New installation deadline approaching
  - Response Time: 24 hours
- Level 3: Limited Customer Business Impact. Customer or workgroup performance of job function is largely unaffected.
  - Examples: How-to questions, New software installs, Code upgrades
  - Response Time: As available

## **EXHIBIT C – VALUE-ADDED SERVICES**

EMC is offering extensive data storage architecture, planning and implementation services. These services solely complement and insure effective and efficient data storage solutions for our customers. These services are only involved with data storage and do not include any general consulting or any form of application development services.

Most of these services are highly customized and configured in conjunction with the customer to make certain the customer maximizes functionality and insure optimal data storage effectiveness. Most of these services include significant knowledge transfer so that the customer is not left with a data storage system they cannot confidently administer and manage.

Addendum to Master Price Agreement  
Between  
EMC<sup>2</sup>  
And

State of Minnesota, Materials Management Division  
Representing the Western States Contracting Alliance (WSCA) and  
the National Association of State Procurement Officials (NASPO)  
Lead State Contract #: B27161 Executed on: May 26, 2009

July 22, 2009

Page 1 of 1

This Master Price Agreement Addendum governs EMC<sup>2</sup>'s (hereinafter "CONTRACTOR") use of the NASPO/WSCA name and logo during the term of this Master Price Agreement and amendments to this Master Price Agreement. CONTRACTOR may use the name and logo only as set forth below. Any use not expressly permitted herein is prohibited, and such use constitutes a material breach of the Master Price Agreement with the Lead State and all Participating States.

1. CONTRACTOR may display the NASPO/WSCA name and logo on the face of the Master Price Agreement, including all electronic and hard copy versions.
2. CONTRACTOR and its subcontractors, resellers, and agents may display the NASPO/WSCA names and logos on a web site as a "click on" link to the Master Price Agreement. No other use of the logos or names is permitted on any web site, except as permitted in paragraphs 1 and 3.
3. With, and only with, prior written approval of the Lead State Contract Administrator, CONTRACTOR may advertise the Master Price Agreement in publications and promotional materials aimed at state and local government entities eligible to use the Master Price Agreement. The sole focus and intent of such advertisements must be to increase participation in the Master Price Agreement. The NASPO/WSCA names may be used and the logos displayed in the advertisement ONLY as it relates to the Master Price Agreement. The Lead State Contract Administrator's approval must encompass the content and appearance of the advertisement and the media in which the advertisement will appear.
4. CONTRACTOR may not make explicit or implicit representations concerning the opinion of NASPO/WSCA, the Lead State, or any Participating State regarding CONTRACTOR or its products or services. This restriction includes general use of the NASPO/WSCA names and logos NOT directly linked to or related to this Master Price Agreement.
5. CONTRACTOR must ensure that its sub-contractors, resellers, and agents adhere to the terms of this Addendum, and CONTRACTOR is responsible for any breach by these entities.
6. CONTRACTOR must immediately cease all use of the NASPO/WSCA names and logos if directed to do so in writing by the Lead State Contract Administrator, and CONTRACTOR must ensure that its sub-contractors, re-sellers, and agents immediately cease all use.
7. CONTRACTOR shall not make, or permit its subcontractors, resellers, or agents to make, any alterations to NASPO's or WSCA's names or logos (including characters, style and colors) and CONTRACTOR shall not use or permit the use of NASPO's or WSCA's names or logos in a manner or context that could adversely affect NASPO's/WSCA's integrity, goodwill, or reputation.
8. Upon termination or expiration of the Master Price Agreement, CONTRACTOR and its sub-contractors, re-sellers, and agents must cease all use of the NASPO/WSCA names and logos; except that, CONTRACTOR may use the NASPO/WSCA names for reference purposes in a description of its prior experience.

**Acknowledged:**

**CONTRACTOR:**

The Contractor certifies that the appropriate person(s) have executed this agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Signature

Sales Contracts Manager

Title

July 22, 2009

Date

**LEAD STATE:**

In accordance with state statutes or rules.

Signature

Title

Date

## COOPERATIVE AGREEMENT USER INSTRUCTIONS

### *Supplement #2*

**Important Note:** Supplement #2 replaces and supersedes Supplement #1 User Instructions (dated 12/28/12).

<b>ISSUE AND EFFECTIVE DATE: 01/10/14</b>																																					
<b>TITLE/DESCRIPTION:</b>	Computer Equipment, Software, Peripherals and Related Services (WSCA-NASPO Cooperative Agreement)																																				
<b>CONTRACT NUMBER(S):</b>	<table style="width: 100%; border: none;"> <tr><td style="width: 20%;">B27157</td><td>Ace Technology Partners</td></tr> <tr><td>B27159</td><td>Computer Technology Link Corp.</td></tr> <tr><td>B27160</td><td>Dell Marketing L.P.</td></tr> <tr><td>B27161</td><td>EMC Corporation</td></tr> <tr><td>B27162</td><td>Fujitsu America, Inc.</td></tr> <tr><td>7-13-70-35</td><td>Grace Global, Inc.</td></tr> <tr><td>B27164</td><td>Hewlett-Packard Company</td></tr> <tr><td>B27165</td><td>Howard Technology Solutions</td></tr> <tr><td>B27166</td><td>IBM</td></tr> <tr><td>B27168</td><td>Lenovo (United States), Inc.</td></tr> <tr><td>B27169</td><td>Lexmark International, Inc.</td></tr> <tr><td>B27170</td><td>Netapp, Inc.</td></tr> <tr><td>B27173</td><td>Quantum Corporation</td></tr> <tr><td>B27174</td><td>Ricoh Americas Corporation</td></tr> <tr><td>B27176</td><td>Toshiba America</td></tr> <tr><td>B27177</td><td>Transource Services Corp.</td></tr> <tr><td>B27178</td><td>Xerox Corporation</td></tr> <tr><td>B27179</td><td>Xiotech Corporation</td></tr> </table>	B27157	Ace Technology Partners	B27159	Computer Technology Link Corp.	B27160	Dell Marketing L.P.	B27161	EMC Corporation	B27162	Fujitsu America, Inc.	7-13-70-35	Grace Global, Inc.	B27164	Hewlett-Packard Company	B27165	Howard Technology Solutions	B27166	IBM	B27168	Lenovo (United States), Inc.	B27169	Lexmark International, Inc.	B27170	Netapp, Inc.	B27173	Quantum Corporation	B27174	Ricoh Americas Corporation	B27176	Toshiba America	B27177	Transource Services Corp.	B27178	Xerox Corporation	B27179	Xiotech Corporation
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B27179	Xiotech Corporation																																				
<b>CONTRACT TERM:</b>	VARIOUS through 08/31/2014																																				
<b>CONTRACT CATEGORY:</b>	IT Goods and Services																																				
<b>MAXIMUM ORDER LIMIT:</b>	\$1,500,000 (State Departments only)																																				
<b>FOR USE BY:</b>	State and Local Governmental Agencies (See Section 2)																																				
<b>DGS-PD CONTRACT INFORMATION WEBSITE:</b>	<a href="http://www.dgs.ca.gov/pd/Programs/Leveraged/wscawscacomputer.aspx">http://www.dgs.ca.gov/pd/Programs/Leveraged/wscawscacomputer.aspx</a>																																				
<b>STATE CONTRACT ADMINISTRATOR:</b>	Julie Matthews (916) 375-4612 <a href="mailto:julie.matthews@dgs.ca.gov">julie.matthews@dgs.ca.gov</a>																																				

Ordering Agencies are instructed to carefully review these User Instructions in its entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instructions Supplement.

**Notice to State Departments:**

Products and/or services on these cooperative agreements may be available on Mandatory Statewide Contracts. If this is the case, the use of these cooperative agreements is restricted unless the State department has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Statewide Contracts are listed at <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This restriction does not apply to local governmental agencies.

<b>ORIGINAL SIGNED</b>	<b>1/10/2014</b>
_____ Julie Matthews, State Contract Administrator	_____ Date

<b>SUMMARY OF CHANGES</b>		
<b>Supplement No.</b>	<b>Revision Description</b>	<b>Effective Date</b>
2	<p>Supplement #2 replaces and supersedes Supplement #1 User Instructions version (dated 12/28/12) in its entirety.</p> <p>Ordering Agencies are advised to carefully review the specific sections cited below:</p> <ul style="list-style-type: none"> <li>• Section 1 (Scope and Overview) – <i>Revised</i></li> <li>• Section 2 (Contract Availability) – <i>New</i></li> <li>• Section 3 (Contract Term) – <i>Revised</i></li> <li>• Section 5.B (Available Products) – <i>New</i></li> <li>• Section 5.C (Restricted/Disallowed Products and Services) – <i>New</i></li> <li>• Section 5.D (Unit/Configuration Limits) – <i>Revised</i></li> <li>• Section 5.E (Contractor Pricing) – <i>Revised</i></li> <li>• Section 6.C (Mission Critical) – <i>New</i></li> <li>• Section 6.F (Ordering Limits/Dollar Thresholds) – <i>New</i></li> <li>• Section 7.A (Contractor Selection Process) – <i>New</i></li> <li>• Section 7.B (Servicing Subcontractors) – <i>New</i></li> <li>• Section 7.C (Purchase Order Form and Execution) – <i>Revised</i></li> <li>• Attachment A (Contract Information) – <i>Revised</i></li> <li>• Attachment B (Available Product/Service Categories) – <i>New</i></li> </ul>	01/10/14

To obtain copies of previous User Instructions, please contact the State Contract Administrator listed in Section 4 (Contract Administrators).

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## USER INSTRUCTIONS

### 1. SCOPE AND OVERVIEW

The Department of General Services, Procurement Division (DGS-PD) has established 18 California Participating Addenda contracts with individual Contractors (as noted on page 1) for use of the WSCA-NASPO Computer Equipment, Software, Peripherals and Related Services Master Agreements executed by the State of Minnesota.

These California Participating Addenda provide State departments and local governmental agencies the opportunity to acquire products and services in accordance with the instructions provided herein and the terms and conditions outlined in the individual California Participating Addenda. Offered product/service categories include:

- Servers
- Workstations (Desktops, Laptops, Tablet PC)
- Printers
- Storage
- PDA's
- Instructional Packages
- Monitors
- Operating Systems, Local Area Network (LAN) Devices, and Digital Projectors

Attachments A and B identify specific California Participating Addenda information and awarded product/service categories by Contractor.

Note: Throughout this document, "California Participating Addendum" may be used interchangeably with "agreement" or "contract." Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and usage instructions exclusive to State departments or local governmental agencies shall be identified within each section.

### 2. CONTRACT AVAILABILITY

#### A. State Departments

- 1) Use of these agreements is non-mandatory for State of California departments.
- 2) State departments are restricted from using these agreements in accordance with MM 05-11, except for those categories not offered under mandatory California Statewide Contracts. See Section 5.C.6 (Restricted/Disallowed Products and Services) for more information.

#### B. Local Governmental Agencies

- 1) Use of these agreements is optional for local governmental agencies.
- 2) Local governmental agencies are defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges, empowered to expend public funds.

- 3) Each local governmental agency shall determine whether use of these agreements is consistent with its procurement policies and regulations.

### 3. CONTRACT TERM

The terms for these California Participating Addenda are from the date of the State's approval through August 31, 2014, or upon termination by the State, whichever occurs first. California Participating Addendum terms for each individual contract are identified in Attachment A.

Note: Orders placed under these contracts shall be executed on or before the expiration date of the California Participating Addendum.

### 4. CONTRACT ADMINISTRATORS

The State and the Contractor(s) have assigned contract administrators as single points of contact for problem resolution and related contract issues.

The State Contract Administrator contact for these agreements is:

Name:	Julie Matthews	Department of General Services
Phone:	(916) 375-4612	Procurement Division
Fax:	(916) 375-4663	Multiple Awards Program Section
E-Mail:	<a href="mailto:Julie.Matthews@dgs.ca.gov">Julie.Matthews@dgs.ca.gov</a>	707 Third Street, 2nd Floor, MS 2-202
		West Sacramento, CA 95605

Contractor contact information is outlined in Attachment A.

### 5. CONTRACT INFORMATION

#### A. Lead State Agreement

The California Participating Addenda are based on some or all of the products, services and prices from the WSCA-NASPO Computer Equipment, Software, Peripherals and Related Services Master Agreements issued by the State of Minnesota. Copies of the Minnesota WSCA-NASPO Master Agreements and original Request for Proposal (RFP) are available at: [http://www.mmd.admin.state.mn.us/wsca/2009-2014\\_contracts.asp](http://www.mmd.admin.state.mn.us/wsca/2009-2014_contracts.asp).

Ordering Agencies should refer to Attachment A for links to the California Participating Addenda contract documents.

#### B. Available Products and Services

Contractors may only offer products and services for categories listed in Attachment B. Available product categories are defined below:

- Band 1 - Servers
- Band 2 - Workstations (Desktops, Laptops, Tablet PC)
- Band 3 - Printers
- Band 4 - Storage
- Band 5 - PDA's
- Band 6 - Instructional Packages
- Band 7 - Monitors
- Operating Systems, Local Area Network (LAN) Devices, and Digital Projectors

### C. Restricted/Disallowed Products and Services (State Departments Only)

The following restrictions apply to all State departments. These restrictions do not apply to local governmental agencies unless the restriction is identified within the Minnesota WSCA-NASPO Master Agreement.

1) Leasing/Rental Options

Equipment rental and/or leasing is disallowed.

2) Software

Purchase of software is only allowable at the time of the initial purchase of the hardware and is limited to operating systems and packaged (off-the-shelf) software that does not require signing any type of license agreement. Software-only purchases are disallowed.

3) Services

Purchase of services is only allowable at the time of the initial purchase of the hardware. Service-only purchases are disallowed. (Exception: Equipment maintenance purchases, for equipment purchased under the existing or previous Minnesota WSCA-NASPO Computer Equipment Master Agreements, are allowable.)

4) Consulting and Application Development Services

General consulting services and all forms of application development and programming services are disallowed.

5) Cloud services

Cloud services are disallowed, including, but not limited to:

- Infrastructure as a service (IaaS)
- Platform as a service (PaaS)
- Software as a service (SaaS)
- Storage as a Service (STaaS)
- Utility Ready Storage
- Cloud Storage

6) Products/Services available on Mandatory Statewide Contracts

Products and services available on Mandatory California Statewide Contracts cannot be purchased by State departments without an exemption. State departments shall obtain an exemption in accordance with the Statewide Contract User Instructions prior to issuing a purchase order under these agreements. For current information technology (IT) hardware Statewide Contracts see the State Contracts Index Listing located at <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>.

**D. Unit/Configuration Limits**

The following individual unit/configuration limitations apply for purchases under these agreements. These unit/configuration limits are not a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration.

<b>Product/Category</b>	<b>Unit/Configuration* Dollar Limit</b>
Servers and Storage (SANs, etc.)	Not to exceed \$300,000 per configuration
Workstations (Desktop, Laptop, Tablet)	Not to exceed \$100,000 per configuration
Monitors	Not to exceed \$50,000 per unit
Printers (all types)	Not to exceed \$50,000 per unit

\* For the purpose of these agreements, "configuration" is defined as a total system configuration. This may include more than one model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work.

**E. Contractor Pricing**

A Product and Service Schedule (PSS) containing contract product and pricing information is posted on each Contractors' dedicated website. Pricing is based on a discount off list price. Contractors may offer greater discounts and/or lower prices than those published in their PSS. Links to each Contractor's dedicated website and PSS are identified in Attachment A.

**6. CONTRACT USAGE/RULES**

**A. Adherence to Applicable Laws (State Departments Only)**

State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volumes 1, 2 and 3).

**B. Purchase Authority (State Departments Only)**

Prior to placing orders under these agreements, State departments must have been granted purchasing authority by DGS-PD for the use of cooperative agreements. The State department's current purchasing authority number must be entered in the appropriate location on each purchase document. State departments that have not been granted purchasing authority by DGS-PD may access the Purchasing Authority Application by contacting DGS-PD's Purchasing Authority Management Section by email at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).

**C. Mission Critical (State Departments Only)**

State departments must complete and submit a Mission Critical certification form for all orders which require DGS review and approval. The form is available at [www.documents.dgs.ca.gov/pd/delegations/pac021810.pdf](http://www.documents.dgs.ca.gov/pd/delegations/pac021810.pdf)

**D. American Recovery and Reinvestment Act (ARRA) (State Departments Only)**

State departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions. State departments are reminded that these terms and conditions supplement, but do not replace standard State terms and conditions associated with this agreement. The ARRA Supplemental is found at <http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf>

**E. California Seller's Permit (State Departments Only)**

California Seller's Permit information for each Contractor is identified in Attachment A. Prior to placing orders under these agreements, State departments should verify that permits are currently valid at [www.boe.ca.gov](http://www.boe.ca.gov). State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

**F. Order Limits/Dollar Thresholds (State Departments Only)**

Purchase orders may not exceed the \$1,500,000 maximum order limit listed on page 1. The total contract value shall be based on the cumulative value including any amendments (i.e., a \$1,400,000 contract plus a \$100,000 amendment shall be considered a \$1,500,000 contract). This restriction does not apply for local governmental agencies.

An exemption may be obtained from the order limit upon completion and submittal of a "Leveraged Procurement Agreement Request for Exemption to \$1,500,000 limit" (LPAER) form to the DGS-PD. The LPAER form can be obtained by contacting the DGS-PD Contract Administrator listed in Section 4 (Contract Administrators).

Pursuant to Public Contract Code Section 10329, willfully splitting a single purchasing transaction into a series of transactions for the purpose of evading bidding requirements or to circumvent ordering limits is prohibited.

**G. DGS Administrative Fee**

Ordering agencies will not be charged the DGS Administrative fee nor will they be invoiced by the Contractor(s) for use of these agreements.

**7. ORDERING PROCEDURES**

**A. Contractor Selection Process**

1) State Departments

State departments electing to use these agreements must select a Contractor using the Best Value Request for Offer (RFO) process outlined below:

- a. *Develop RFO* – Ordering Agency will develop a RFO which includes the following information, at a minimum:
  - All relevant Ordering Agency contact information necessary for the Contractor to respond to the RFO; and
  - A detailed specification or scope of work (SOW) for the products and services required

- b. *Solicit Offers* – Ordering Agency shall solicit offers from a minimum of three Contractors within the awarded product/service category (identified in Attachment B).
  - If multiple Contractors are solicited and less than three offers are received, the Ordering Agency must document their file with the reasons why the other Contractors solicited did not respond with an offer.
  - Agencies may use State-approved Servicing Subcontractors (Authorized Resellers) for soliciting offers. See Section 7.B (Servicing Subcontractors) for agency requirements.
  - Orders valued less than \$5,000 may be executed without obtaining multiple offers if fair and reasonable pricing has been established and documented within the procurement file.
- c. *Determine Best Value* – Ordering Agency will review all responsive offers and select a Contractor based on best value, with cost as one of the criteria.
- d. *Document Results* – Ordering Agency must document the results of the best value RFO process within the procurement file including, but not limited to, Contractors that were contacted, recap of their offers, how the selection was made and criteria for determining “best value”. Ordering Agencies have the option to use the Best Value Determination Worksheet or the agency’s own form to document the results.
- e. *Issue Purchase Order* – Ordering Agency will issue purchase order document to the selected Contractor in accordance with Section 7.C (Purchase Order Form).

2) Local Governmental Agencies

Local governmental agencies may use the contractor selection process described in Section 7.A.1 above or other process in accordance with their procurement policies and regulations.

**B. Servicing Subcontractors (Authorized Resellers)**

- 1) State-approved Servicing Subcontractors (Authorized Resellers) may provide offers, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from Ordering Agencies for products and associated services offered under the specific Contractor’s California Participating Addendum.
- 2) Ordering Agencies may only use State-approved Servicing Subcontractors (Authorized Resellers) for soliciting offers and order execution when:
  - a. Attachment A indicates Authorized Resellers are available for use under the specific California Participating Addendum; and
  - b. The firm is identified on the Approved Authorized Reseller listing posted on the State’s eProcurement website.
- 3) If soliciting offers from Authorized Resellers, State departments must retain a copy of the State’s Approved Authorized Reseller listing, for the individual California Participating Addendum, in the procurement file.

- 4) All purchase order documents to Authorized Resellers must contain the California Participating Addendum Number and the prime Contractor's name as instructed in Attachment A.

### **C. Purchase Order Form and Execution**

All Ordering Agency purchase order documents executed under these agreements must contain the applicable California Participating Addendum Number as shown in Attachment A. See Section 7.B for additional requirements when executing orders through Authorized Resellers.

- 1) State departments

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available on the DGS-PD website at <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard STD Forms).

- 2) Local Governmental Agencies

Local governmental agencies may use their own purchase order document in lieu of the State's purchase order form.

### **D. Purchase Order Distribution (State Departments Only)**

Upon execution of the Purchasing Authority Purchase Order (Std. 65), State departments must send a copy of the purchase document to the Contractor and to:

Department of General Services  
Procurement Division  
Attn: Julie Matthews  
P.O. Box 989052  
West Sacramento, CA 95798-9052  
IMS: Z-1

Copies of local governmental agencies' purchase order documents are not required to be submitted to DGS-PD.

## **8. INVOICING AND PAYMENT**

### **A. Payment Terms**

Payment terms for these agreements are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

## **B. Payee Data Record**

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

## **C. CAL-Card**

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Section 7.C (Purchase Order Form) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual Volumes 1, 2 and 3. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

## **9. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE**

Ordering agencies should first attempt to resolve complaints, issues or disputes informally with the Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

## **10. ATTACHMENTS**

**Attachment A – Contract Information** (*Listed on Pages 12-29*)

**Attachment B – Available Product/Service Categories (By Contractor)** (*Listed on Page 30*)

## Attachment A – Contract Information

<b>California Participating Addendum (Contract) No.</b>	<b>B27157</b>
<b>Contractor Name</b>	<b>Ace Technology Partners</b>
<b>Term Dates</b>	5/1/2010 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27157
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=38121">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=38121</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 1 – Servers Band 2 – Workstations (Desktops, Laptops, Tablet PC) Band 3 – Printers Band 4 – Storage Band 7 – Monitors Operating Systems Local Area Network (LAN) Devices Digital Projectors
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://www.acetechpartners.com/wascacontract.asp">http://www.acetechpartners.com/wascacontract.asp</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	101548718
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Michael A. Gasparino
<b>Phone</b>	877-223-2667 ext. 6933 or 847-952-6933
<b>Fax</b>	847-952-6901
<b>Email</b>	<a href="mailto:mgasparino@acecomputers.com">mgasparino@acecomputers.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Ace Technology Partners 1425 East Algonquin Road Arlington Heights, IL 60005  Fax: 847-952-6901 Email: <a href="mailto:wsc@acecomputers.com">wsc@acecomputers.com</a>
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	N/A

## Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27159</b>
<b>Contractor Name</b>	<b>Computer Technology Link Corp.</b>
<b>Term Dates</b>	5/1/2010 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27159
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=38141">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=38141</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 1 – Servers Band 2 – Workstations (Desktops, Laptops, Tablet PC) Band 4 – Storage Band 6 – Instructional Packages Band 7 – Monitors Operating Systems Local Area Network (LAN) Devices Digital Projectors
<b>Contractor Website (Product and Pricing Information)</b>	<a href="https://www.ctlcorp.com/wsca/shop/s-29-california.aspx">https://www.ctlcorp.com/wsca/shop/s-29-california.aspx</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	101310712
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Mike Mahanay
<b>Phone</b>	971-327-0101 or 800-346-3087 ext. 205
<b>Fax</b>	503-641-5586
<b>Email</b>	<a href="mailto:mmahanay@ctlcorp.com">mmahanay@ctlcorp.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Computer Technology Link Corp. 3460 NW Industrial St. Portland, OR 97210  Fax: 503-526-9135
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	N/A

## Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27160</b>
<b>Contractor Name</b>	<b>Dell Marketing L.P.</b>
<b>Term Dates</b>	09/01/2009 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27160
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3463">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3463</a>
<b>Product/Service Categories</b> <i>(Awarded Bands)</i>	Band 1 – Servers Band 2 – Workstations (Desktops, Laptops, Tablet PC) Band 3 – Printers Band 4 – Storage Band 5 – PDA's Band 6 – Instructional Packages Band 7 – Monitors Operating Systems Local Area Network (LAN) Devices
<b>Contractor Website</b> <i>(Product and Pricing Information)</i>	<a href="http://www.dell.com/naspowsca">www.dell.com/naspowsca</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	30704896
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Amy Ivy
<b>Phone</b>	512-723-6201
<b>Fax</b>	512-283-9092
<b>Email</b>	<a href="mailto:Amy_Ivy@Dell.com">Amy_Ivy@Dell.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Dell Marketing L.P. One Dell Way Round Rock, Texas 78682  Fax: 866-501-8291 Email: <a href="mailto:MPA_CALIFORNIA_ORDERS@Dell.com">MPA_CALIFORNIA_ORDERS@Dell.com</a>
<b>Ordering through State-Approved Servicing Subcontractors</b> <i>(Authorized Resellers)</i>	Authorized Resellers for Participating Addendum B27160 are listed at: <a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3463">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3463</a> .  <b>Note:</b> All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows:  Dell Marketing L.P. c/o < Authorized Reseller Name > <Authorized Reseller Address>

## Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27161</b>
<b>Contractor Name</b>	<b>EMC Corporation</b>
<b>Term Dates</b>	09/29/2009 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27161
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=20601">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=20601</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 4 – Storage
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://www.emc.com/emcwsca/california/index.htm">http://www.emc.com/emcwsca/california/index.htm</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	101157164
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Kristine French
<b>Phone</b>	916-797-7044
<b>Fax</b>	888-580-6069
<b>Email</b>	<a href="mailto:kristine.french@emc.com">kristine.french@emc.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Contact Authorized Resellers
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	<p>Authorized Resellers for Participating Addendum B27161 are listed at: <a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=20601">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=20601</a>.</p> <p><b>Note:</b> All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows:</p> <p style="padding-left: 40px;">EMC Corporation c/o &lt; Authorized Reseller Name&gt;                  &lt;Authorized Reseller Address&gt;</p>

### Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27162</b>
<b>Contractor Name</b>	<b>Fujitsu America, Inc.</b>
<b>Term Dates</b>	10/11/2010 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27162
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=94477">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=94477</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 1 – Servers Band 2 – Workstations (Desktops, Laptops, Tablet PC) Band 4 – Storage Operating Systems Local Area Network (LAN) Devices
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://channel.shopfujitsu.com/chcontent/WSCA/welcome_page.html">http://channel.shopfujitsu.com/chcontent/WSCA/welcome_page.html</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	97806537
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Duane Wichman
<b>Phone</b>	712-389-6209
<b>Fax</b>	408-764-2706
<b>Email</b>	<a href="mailto:duane.wichman@us.fujitsu.com">duane.wichman@us.fujitsu.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Fujitsu America, Inc. 1250 E. Arques Avenue Sunnyvale, CA 94085  Fax: 408-764-2720 Email (Ordering): <a href="mailto:FAI_OPS_Mobile_OM@us.fujitsu.com">FAI_OPS_Mobile_OM@us.fujitsu.com</a> Email (Quotes): <a href="mailto:dcallaghan@us.fujitsu.com">dcallaghan@us.fujitsu.com</a>
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	Authorized Resellers for Participating Addendum B27162 are listed at: <a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=94477">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=94477</a> .  <b>Note:</b> All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows:  Fujitsu America, Inc. c/o < Authorized Reseller Name > <Authorized Reseller Address>

### Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>7-13-70-35</b>
<b>Contractor Name</b>	<b>Grace Global, Inc.</b>
<b>Term Dates</b>	07/16/2013 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27163
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=106739">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=106739</a>
<b>Product/Service Categories</b> <i>(Awarded Bands)</i>	Band 1 – Servers Band 2 – Workstations (Desktops, Laptops, Tablet PC) Band 6 – Instructional Packages Band 7 – Monitors Operating Systems Local Area Network (LAN) Devices
<b>Contractor Website</b> <i>(Product and Pricing Information)</i>	<a href="http://wsca.graceglobalinc.com/store/pc/California-Contract-7-13-70-35-c415.htm">http://wsca.graceglobalinc.com/store/pc/California-Contract-7-13-70-35-c415.htm</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	102176514
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Ogedi Adigwe
<b>Phone</b>	801-487-6350 ext. 2001
<b>Fax</b>	801-466-0731
<b>Email</b>	<a href="mailto:wsca@graceglobalinc.com">wsca@graceglobalinc.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Grace Global, Inc. 1343 South Main Street, Suite 100 Salt Lake City, UT 84115-5311  Fax: 801-466-0731 Email: <a href="mailto:wsca@graceglobalinc.com">wsca@graceglobalinc.com</a>
<b>Ordering through State-Approved Servicing Subcontractors</b> <i>(Authorized Resellers)</i>	N/A

## Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27164</b>
<b>Contractor Name</b>	<b>Hewlett-Packard Company</b>
<b>Term Dates</b>	09/01/2009 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27164
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=8861">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=8861</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 1 – Servers Band 2 – Workstations (Desktops, Laptops, Tablet PC) Band 3 – Printers Band 4 – Storage Band 5 – PDA's Band 6 – Instructional Packages Band 7 – Monitors Operating Systems Local Area Network (LAN) Devices Digital Projectors
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://www.hp.com/buy/california">www.hp.com/buy/california</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	98039144
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Debra Lee
<b>Phone</b>	847-537-0344
<b>Fax</b>	847-572-1336
<b>Email</b>	<a href="mailto:Debra.lee@hp.com">Debra.lee@hp.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Hewlett-Packard Company HP Direct, C10GM 10810 Farnam Drive Omaha, NE 68154  Fax: 800-825-2329 Email: <a href="mailto:PSOrderProcessing@hp.com">PSOrderProcessing@hp.com</a>
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	Authorized Resellers for Participating Addendum B27164 are listed at: <a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=8861">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=8861</a> .  <b>Note:</b> All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows:  Hewlett-Packard Company c/o < Authorized Reseller Name > <Authorized Reseller Address >

## Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27165</b>
<b>Contractor Name</b>	<b>Howard Technology Solutions</b>
<b>Term Dates</b>	10/05/2009 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27165
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3465">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3465</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 1 – Servers Band 2 – Workstations (Desktops, Laptops, Tablet PC) Band 3 – Printers Band 4 – Storage Band 5 – PDA's Band 6 – Instructional Packages Band 7 – Monitors Operating Systems Local Area Network (LAN) Devices Digital Projectors
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://www.howardcomputers.com/wsc">www.howardcomputers.com/wsc</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	102423643
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Melissa Reeves
<b>Phone</b>	601-399-5680
<b>Fax</b>	601-399-5077
<b>Email</b>	<a href="mailto:mreeves@howard.com">mreeves@howard.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Howard Technology Solutions PO Box 1590 Laurel, Mississippi 39441  Fax: 601-399-5077 Email: <a href="mailto:bids@howardcomputers.com">bids@howardcomputers.com</a>
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	N/A

### Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27166</b>
<b>Contractor Name</b>	<b>International Business Machines Corporation (IBM)</b>
<b>Term Dates</b>	05/01/2010 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27166
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3466">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3466</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 1 – Servers Band 4 – Storage Operating Systems Local Area Network (LAN) Devices
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://www.ibm.com/easyaccess/wscanaspo">www.ibm.com/easyaccess/wscanaspo</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	98006714
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Karen Schneider
<b>Phone</b>	858-587-5137
<b>Fax</b>	858-587-5099
<b>Email</b>	<a href="mailto:kasch@us.ibm.com">kasch@us.ibm.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	IBM Corporation IBM State Contracts Team 7100 Highlands Parkway Smyrna, GA 30082  Fax: 800-242-6329
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	N/A

## Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27168</b>
<b>Contractor Name</b>	<b>Lenovo (United States), Inc.</b>
<b>Term Dates</b>	02/09/2010 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27168
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3469">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3469</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 1 – Servers Band 2 – Workstations (Desktops, Laptops, Tablet PC) Band 4 – Storage Band 7 – Monitors
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://www.lenovo.com/wsc">http://www.lenovo.com/wsc</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	100971000
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Melissa Freeman
<b>Phone</b>	919-294-0609
<b>Fax</b>	919-257-4989
<b>Email</b>	<a href="mailto:mautrey@lenovo.com">mautrey@lenovo.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Lenovo (United States) Inc. 1009 Think Place, B2, Floor 3 Morrisville, NC 27560  Fax: 919-257-4987
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	Authorized Resellers for Participating Addendum B27168 are listed at: <a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3469">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3469</a> .  <b>Note:</b> All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows:  Lenovo (United States), Inc. c/o < Authorized Reseller Name > <Authorized Reseller Address >

### Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27169</b>
<b>Contractor Name</b>	<b>Lexmark International, Inc.</b>
<b>Term Dates</b>	12/23/2009 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27169
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3470">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3470</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 3 – Printers
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://www.lexmark.com/wsca/">www.lexmark.com/wsca/</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	100964874
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Bill Kagawa
<b>Phone</b>	707-644-6775
<b>Fax</b>	707-644-5919
<b>Email</b>	<a href="mailto:bkagawa@lexmark.com">bkagawa@lexmark.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Lexmark International Inc. Attn: Customer Management Center, Bldg 002 740 West New Circle Road Lexington, KY 40550  Fax: 800-232-9539 Email: <a href="mailto:publicsectoroe@lexmark.com">publicsectoroe@lexmark.com</a>
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	Authorized Resellers for Participating Addendum B27169 are listed at: <a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3470">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3470</a> .  <b>Note:</b> All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows:  Lexmark International, Inc. c/o < Authorized Reseller Name > <Authorized Reseller Address >

### Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27170</b>
<b>Contractor Name</b>	<b>Netapp, Inc.</b>
<b>Term Dates</b>	11/24/2009 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27170
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=23561">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=23561</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 4 – Storage Operating Systems Local Area Network (LAN) Devices
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://www.netapp.com/us/how-to-buy/wsca/california.aspx">http://www.netapp.com/us/how-to-buy/wsca/california.aspx</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	99200470
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Denise Orosco
<b>Phone</b>	530-644-1467
<b>Fax</b>	703-918-7301
<b>Email</b>	<a href="mailto:Denise.orosco@netapp.com">Denise.orosco@netapp.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Contact Authorized Resellers
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	<p>Authorized Resellers for Participating Addendum B27170 are listed at: <a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=23561">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=23561</a>.</p> <p><b>Note:</b> All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows:</p> <p style="padding-left: 40px;">Netapp, Inc. c/o &lt; Authorized Reseller Name &gt;                      &lt;Authorized Reseller Address&gt;</p>

## Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27173</b>
<b>Contractor Name</b>	<b>Quantum Corporation</b>
<b>Term Dates</b>	08/08/2011 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No.
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=88621">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=88621</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 4 – Storage
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://www.quantum.com/wscalifornia/index.aspx">http://www.quantum.com/wscalifornia/index.aspx</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	26717190
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Suzanne Fletcher
<b>Phone</b>	949-856-7851
<b>Fax</b>	949-856-7797
<b>Email</b>	<a href="mailto:Suzanne.fletcher@quantum.com">Suzanne.fletcher@quantum.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Quantum Corporation 141 Innovation Drive Irvine, CA 92617  Fax: 949-856-7797 Email: <a href="mailto:Sales-orders@quantum.com">Sales-orders@quantum.com</a>
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	Authorized Resellers for Participating Addendum B27173 are listed at: <a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=88621">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=88621</a> .  <b>Note:</b> All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows:  Quantum Corporation c/o < Authorized Reseller Name > <Authorized Reseller Address >

## Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27174</b>
<b>Contractor Name</b>	<b>Ricoh Americas Corporation</b>
<b>Term Dates</b>	02/09/2010 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27174
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=28881">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=28881</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 3 – Printers
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://www.ricoh-usa.com/rmap/wscaprinters">www.ricoh-usa.com/rmap/wscaprinters</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	30676661
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Bart Lemmon
<b>Phone</b>	425-255-0730
<b>Fax</b>	425-228-2115
<b>Email</b>	<a href="mailto:Bart.lemmon@ricoh-usa.com">Bart.lemmon@ricoh-usa.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Ricoh Americas Corporation 5 Dedrick Place West Cadwell, NJ 07006
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	Authorized Resellers for Participating Addendum B27174 are listed at: <a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=28881">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=28881</a> .  <b>Note:</b> All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows:  Ricoh Americas Corporation c/o < Authorized Reseller Name > <Authorized Reseller Address>

### Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27176</b>
<b>Contractor Name</b>	<b>Toshiba America Information Systems, Inc.</b>
<b>Term Dates</b>	02/08/2010 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27176
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=29821">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=29821</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 2 – Workstations (Desktops, Laptops, Tablet PC) Band 6 – Instructional Packages Band 7 – Monitors Operating Systems Digital Projectors
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://us.toshiba.com/wsca">http://us.toshiba.com/wsca</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	24893112
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Jeff Ballard
<b>Phone</b>	949-461-4692
<b>Fax</b>	N/A
<b>Email</b>	<a href="mailto:Jeff.ballard@tais.toshiba.com">Jeff.ballard@tais.toshiba.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Contact: Jake Wozniak, Sales Executive Phone: 888-625-3276 x 35233 Email: <a href="mailto:jwozniak@toshibadirect.com">jwozniak@toshibadirect.com</a>
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	Authorized Resellers for Participating Addendum B27176 are listed at: <a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=29821">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=29821</a> .  <b>Note:</b> All purchase orders to Authorized Resellers must contain the California Participating Addendum Number and must be addressed as follows:  Toshiba America c/o < Authorized Reseller Name > <Authorized Reseller Address >

### Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27177</b>
<b>Contractor Name</b>	<b>Transource Services Corp.</b>
<b>Term Dates</b>	09/15/2010 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27177
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=52341">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=52341</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 1 – Servers Band 2 – Workstations (Desktops, Laptops, Tablet PC) Band 3 – Printers Band 4 – Storage Band 5 – PDA's Band 6 – Instructional Packages Band 7 – Monitors Operating Systems Local Area Network (LAN) Devices Digital Projectors
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://www.transource.com/wsca">www.transource.com/wsca</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	101624153
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Curtis Wescott
<b>Phone</b>	623-879-8882 ext. 24
<b>Fax</b>	623-879-8887
<b>Email</b>	<a href="mailto:curtisw@transource.com">curtisw@transource.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Transource Services Corp. 2405 W. Utopia Road Phoenix, AZ 85027
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	N/A

**Attachment A – Contract Information, continued**

<b>California Participating Addendum (Contract) No.</b>	<b>B27178</b>
<b>Contractor Name</b>	<b>Xerox Corporation</b>
<b>Term Dates</b>	02/08/2010 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27178
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=29581">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=29581</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 3 – Printers
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://www.direct.xerox.com/wsc">www.direct.xerox.com/wsc</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	98040852
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Alison Petralia
<b>Phone</b>	503-685-2614
<b>Fax</b>	503-582-6099
<b>Email</b>	<a href="mailto:Alison.petralia@xerox.com">Alison.petralia@xerox.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Xerox Corporation 26600 SW Parkway Wilsonville, OR 97070
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	N/A

### Attachment A – Contract Information, continued

<b>California Participating Addendum (Contract) No.</b>	<b>B27179</b>
<b>Contractor Name</b>	<b>Xiotech Corporation</b>
<b>Term Dates</b>	09/29/2009 through 08/31/2014
<b>Lead State Agreement</b>	Minnesota WSCA-NASPO Master Price Agreement No. B27179
<b>California Participating Addendum Website</b>	<a href="http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3473">http://www.bidsync.com/DPX?ac=agencycontview&amp;contid=3473</a>
<b>Product/Service Categories (Awarded Bands)</b>	Band 4 – Storage
<b>Contractor Website (Product and Pricing Information)</b>	<a href="http://www.xitech.com/wsca">www.xitech.com/wsca</a>
<b>Payment Terms</b>	Net 45 days
<b>CAL-Card Accepted</b>	Yes (See Section 8.C for CAL-Card use requirements)
<b>SB/DVBE Certification(s)</b>	None
<b>Seller's Permit No.</b>	97675623
<b>CONTRACTOR CONTRACT MANAGER</b>	
<b>Contract Manager</b>	Mary Reuss
<b>Phone</b>	719-388-5494
<b>Fax</b>	719-388-5213
<b>Email</b>	<a href="mailto:Mary.Reuss@X-IO.com">Mary.Reuss@X-IO.com</a>
<b>ORDERING/REQUEST FOR OFFER (RFO) INFORMATION</b>	
<b>Contractor (Direct) Ordering Information</b>	Xiotech Corporation 9950 Federal Drive, Suite 100 Colorado Springs, CO 80921  Fax: 719-388-5361 Email: <a href="mailto:Leslie.sellmayer@x-io.com">Leslie.sellmayer@x-io.com</a> or <a href="mailto:POProcessing@X-IO.com">POProcessing@X-IO.com</a>
<b>Ordering through State-Approved Servicing Subcontractors (Authorized Resellers)</b>	N/A

### Attachment B – Available Product/Service Categories

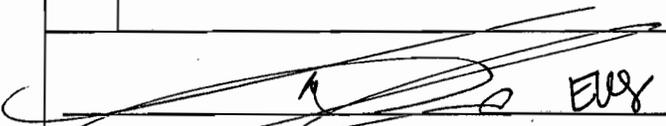
Contractors may only offer products and services for the categories listed below in accordance with the individual California Participating Addendum. See Attachment A for Contractor contact information.

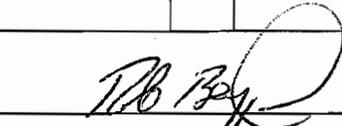
Contractor Name	PA No.	Awarded Product/Service Categories									
		(Band 1) Servers	(Band 2) Work- stations	(Band 3) Printers	(Band 4) Storage	(Band 5) PDAs	(Band 6) Inst. Package	(Band 7) Monitors	Operating Systems	LAN Devices	Digital Projector
Ace Technology Partners	B27157	X	X	X	X			X	X	X	X
Computer Technology Link Corp.	B27159	X	X		X		X	X	X	X	X
Dell Marketing L.P.	B27160	X	X	X	X	X	X	X	X	X	
EMC Corporation	B27161				X						
Fujitsu America, Inc.	B27162	X	X		X				X	X	
Grace Global, Inc.	7-13-70-35	X	X				X	X	X	X	
Hewlett-Packard Company	B27164	X	X	X	X	X	X	X	X	X	X
Howard Technology Solutions	B27165	X	X	X	X	X	X	X	X	X	X
IBM	B27166	X			X				X	X	
Lenovo (United States), Inc.	B27168	X	X		X			X			
Lexmark International, Inc.	B27169			X							
Netapp, Inc.	B27170				X				X	X	
Quantum Corporation	B27173				X						
Ricoh Americas Corporation	B27174			X							
Toshiba America Information Systems	B27176		X				X	X	X		X
Transource Services Corp.	B27177	X	X	X	X	X	X	X	X	X	X
Xerox Corporation	B27178			X							
Xiotech Corporation	B27179				X						

TERM CONTRACT AWARD		CONTRACT NO: MA-IS-1340234-4	VERSION DATE
INTERNAL SERVICES DEPARTMENT		PROCUREMENT FOLDER: 453245	
<div style="border: 1px solid black; padding: 5px;"> <p>GRAYBAR ELECTRIC COMPANY 383 SOUTH CHERYL LANE  INDUSTRY CA 91789</p> </div>		BUYER: Theodore Lo PHONE: 323-267-2207 EMAIL: ted.lo@isd.lacounty.gov	
		VENDOR NO: 501079 CONTACT: JEFF PESKUSKI PHONE: 630-640-4905	
		FISCAL YEAR: EFFECTIVE DATE: 04/01/13 EXPIRATION 03/31/16	

Electrical Products - US Comm

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	0.0000 %
2	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	2.0000 %
3	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	3.0000 %

  
 COUNTY OF LOS ANGELES

 *April 29, 2013*  
 VENDOR SIGNATURE/DATE

TERM CONTRACT AWARD		CONTRACT NO: MA-IS-1340234-4	VERSION DATE
INTERNAL SERVICES DEPARTMENT		PROCUREMENT FOLDER: 453245	
<div style="border: 1px solid black; padding: 10px; width: fit-content;"> <p>GRAYBAR ELECTRIC COMPANY 383 SOUTH CHERYL LANE</p> <p>INDUSTRY CA 91789</p> </div>		BUYER: Theodore Lo PHONE: 323-267-2207 EMAIL: ted.lo@isd.lacounty.gov	
		VENDOR NO: 501079 CONTACT: JEFF PESKUSKI PHONE: 630-640-4905	
		FISCAL YEAR: EFFECTIVE DATE: 04/01/13 EXPIRATION 03/31/16	

Electrical Products - US Comm

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	0.0000 %
2	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	2.0000 %
3	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	3.0000 %

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1340234-4

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
4	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	4.0000 %
5	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	5.0000 %
6	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	6.0000 %
7	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	7.0000 %

PRICE SHEET	TERM CONTRACT AWARD
	CONTRACT NO: MA-IS-1340234-4

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
8	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	7.5000 %
9	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	8.0000 %
10	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	9.0000 %
11	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	10.0000 %
12	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	12.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
13	<p>INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	13.0000 %
14	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	15.0000 %
15	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	16.0000 %
16	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	18.0000 %

PRICE SHEET	TERM CONTRACT AWARD
	CONTRACT NO: MA-IS-1340234-4

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
17	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	19.0000 %
18	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	20.0000 %
19	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	21.0000 %
20	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	22.0000 %
21	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	23.0000 %

PRICE SHEET	TERM CONTRACT AWARD
	CONTRACT NO: MA-IS-1340234-4

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
22	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	24.0000 %
23	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	25.0000 %
24	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	26.0000 %
25	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	27.0000 %

PRICE SHEET	TERM CONTRACT AWARD
	CONTRACT NO: MA-IS-1340234-4

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
26	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	28.0000 %
27	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	30.0000 %
28	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	31.0000 %
29	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	32.0000 %
30	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	33.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1340234-4

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
31	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	34.0000 %
32	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	35.0000 %
33	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	36.0000 %
34	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	37.0000 %

PRICE SHEET	TERM CONTRACT AWARD
	CONTRACT NO: MA-IS-1340234-4

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
35	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	38.0000 %
36	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	39.0000 %
37	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	40.0000 %
38	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	41.0000 %
39	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	42.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
40	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	43.0000 %
41	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	44.0000 %
42	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	45.0000 %
43	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	46.0000 %

PRICE SHEET	TERM CONTRACT AWARD
	CONTRACT NO: MA-IS-1340234-4

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
44	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	47.0000 %
45	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	48.0000 %
46	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	49.0000 %
47	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	50.0000 %
48	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	51.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
49	<p>INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	52.0000 %
50	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	53.0000 %
51	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	54.0000 %
52	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	55.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
53	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	56.0000 %
54	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	57.0000 %
55	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	58.0000 %
56	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	59.0000 %
57	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	60.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
58	<p>INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	61.0000 %
59	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	62.0000 %
60	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	63.0000 %
61	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	64.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
62	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	65.0000 %
63	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	66.0000 %
64	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	67.0000 %
65	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	68.0000 %
66	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	70.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
67	<p>INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	71.0000 %
68	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	72.0000 %
69	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	73.0000 %
70	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	74.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
71	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	75.0000 %
72	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	76.0000 %
73	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	80.0000 %
74	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	82.0000 %
75	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	83.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
76	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	84.0000 %
77	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	86.0000 %
78	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	87.0000 %
79	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	88.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
80	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	89.0000 %
81	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	90.0000 %
82	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	91.0000 %
83	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES  FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	92.0000 %
84	COMMODITY CODE: 285-93-00-047498  ELECTRICAL PRODUCTS AND SUPPLIES - LIGHTING  FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS	0.000		COST-PLUS	23.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
85	<p>INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR ONLY THIS LINE. catalog</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - SERVICES (LA COUNTY RESTRICTED)</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SERVICES SPREADSHEET FOR ONLY THIS LINE. (Service-List_of_Suppliers_Cost_Plus_noto_Exceed_26_Percent.xls) catalog</p>	0.000		COST-PLUS	26.0000 %
86	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - CORE ITEMS</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	0.0000 %
87	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire &amp; Cable and Conduit, Channel &amp; Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	18.0000 %
88	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire &amp; Cable and Conduit, Channel &amp; Fittings</p>	0.000		COST-PLUS	19.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	<p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>				
89	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire &amp; Cable and Conduit, Channel &amp; Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	21.0000 %
90	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire &amp; Cable and Conduit, Channel &amp; Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	22.0000 %
91	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire &amp; Cable and Conduit, Channel &amp; Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	23.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
92	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire &amp; Cable and Conduit, Channel &amp; Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	26.0000 %
93	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire &amp; Cable and Conduit, Channel &amp; Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	30.0000 %

Terms & Conditions in accordance with RFP-IS-13255001.

#### LOCAL FIXED ASSETS - LA County Only.

For all local awards, any single piece of equipment priced at over \$5,000/unit will be excluded from any resulting agreements.

#### SUBCONTRACTING

The requirements of the Master Agreement may not be subcontracted by the Supplier without the advance written approval of the County. Any attempt by the Supplier to subcontract without the prior written consent of the County may be deemed a material breach of the Master Agreement.

- A. If the Supplier desires to subcontract, the Supplier shall provide the following information promptly to the County:
- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- B. The Supplier shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Supplier employees.
- C. The Supplier shall remain fully responsible for all performances required of it under the Master Agreement, including those that the Supplier has determined to subcontract, notwithstanding the County's approval of the Supplier's proposed subcontract.
- D. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under the Master Agreement. The Supplier is responsible to notify its Subcontractors of this County right.
- E. The County's Purchasing Agent or designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Supplier shall forward a fully executed subcontract to the County for their files.
- F. The Supplier shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- G. The Supplier shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.
- H. The Supplier shall ensure delivery of all such documents before any Subcontractor employee may perform any work hereunder.

#### LOCAL SERVICES - LA County Only

For local awards, services will excluded from any resulting agreements. Only products will be included for local agreements.

#### VOLUME INCENTIVES:

- A. A one half of a percent (0.5%) rebate on all purchases made in excess of one million dollars (\$1,000,000), retroactive to dollar one. Paid annually.
- B. A one percent (1.0%) rebate on all purchases made in excess of two million dollars (\$2,000,000),

retroactive to dollar one. Paid annually.

C. A one and one half percent (1.5%) rebate on all purchases made in excess of four million dollars (\$4,000,000), retroactive to dollar one. Paid annually.

#### SERVICES:

Pricing is a Not To Exceed Cost Plus 26%. Pricing will be determined by the size and scope of the project and level of Graybar's involvement. Graybar will provide a copy of the applicable invoices to verify compliance with the Not To Exceed benchmark. All pricing will be finalized with the Participating Public Agency prior to the issuance of any purchase order.

#### ADDITIONAL SERVICES AT NO COST:

Services with No Cost include, but are not limited to:

Shop Graybar,  
eBusiness,  
Graybar Smart Stock,  
Inventory Management,  
Graybar Building and Technology Specialists,  
Contract Compliance,  
Emergency Service,  
Emergency Preparedness,  
Mobility Solutions,  
Municipal and Cooperative Utility Services

#### NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Supplier. This Master Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

#### NOTICE OF DELAYS

Except as otherwise provided under the Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Master Agreement, that party shall, within two (2) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

#### NOTICE OF DISPUTES

The Supplier shall bring to the attention of the County any dispute between the County and the Supplier regarding the performance of services as stated in the Master Agreement.

The County Purchasing Agent and/or his designee shall make the sole determination regarding the disposition and resolution of the dispute.

#### CONSUMPTION REPORTS/ITEM NUMBERS/PURCHASES

Each County department or participating agency is to be assigned a customer number to be used in identifying each sale and proper billing address.

Supplier shall be required to furnish to the County's Purchasing Agent/designee or requesting participating agency, monthly computer based usage reports of purchases separated by individual County departments or entity, and/or delivery locations, and employee purchases, listing quantities of separate items purchased and total dollars expended.

Usage reports listing items in alphabetical order and descending dollar volume order must also be provided upon request.

Supplier must provide any other usage reports that the County Purchasing Agent/designee or participating agencies may require for their internal controls including but not limited to Green Product consumption, HUB/DBE use, etc.

#### TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Supplier to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute default under the Master Agreement. Without limiting the rights and remedies available to the County under any other provision of the Master Agreement, failure of the Supplier to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate the Master Agreement pursuant to Termination for Default herein, and pursue debarment of the Supplier, pursuant to County Code Chapter 2.202.

#### TERMINATION FOR CONVENIENCE

The Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Such termination shall be effected by notice of termination to the Supplier specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.

The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- A. After receipt of a notice of termination and except as otherwise directed by the County, the Supplier shall:
  - Stop performance under the Master Agreement on the date and to the extent specified in such notice, and
  - Complete performance of such part of the Master Agreement as shall not have been terminated by such notice.
- B. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Supplier under the Master Agreement shall be maintained by the Supplier in accordance with paragraph 1.33.9 (Record Retention and Inspection/Audit Settlement) of this RFP.

#### TERMINATION FOR DEFAULT

The County may, by written notice to the Supplier, terminate the whole or any part of the Master Agreement, if, in the judgment of County's Purchasing Agent or designee:

- Supplier has materially breached the Master Agreement; or
- Supplier fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under the Master Agreement; or
- Supplier fails to demonstrate a high probability of timely fulfillment of performance requirements under the

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Master Agreement, or of any obligations of the Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- A. In the event that the County terminates the Master Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated.
- B. The Supplier shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Supplier shall continue the performance of the Master Agreement to the extent not terminated under the provisions of this sub-paragraph.
- C. Except with respect to defaults of any Subcontractor, the Supplier shall not be liable for any such excess costs of the type identified herein if its failure to perform the Master Agreement arises out of causes beyond the control and without the fault or negligence of the Supplier. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Supplier. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Supplier and Subcontractor, and without the fault or negligence of either of them, the Supplier shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Supplier to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- C. If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Supplier was not in default under the provisions herein, or that the default was excusable under the provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience, as described herein.
- D. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

**TERMINATION FOR IMPROPER CONSIDERATION**

The County may, by written notice to the Supplier, immediately terminate the right of the Supplier to proceed under the Master Agreement if it is found that consideration, in any form, was offered or given by the Supplier, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Supplier's performance pursuant to the Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Supplier as it could pursue in the event of default by the Supplier.

- A. The Supplier shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- B. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**TERMINATION FOR INSOLVENCY**

The County may terminate the Master Agreement in the event of the occurrence of any of the following:

- A. Insolvency of the Supplier. The Supplier shall be deemed to be insolvent if it has ceased to pay its debts

for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Supplier is insolvent within the meaning of the Federal Bankruptcy Code;

B. The filing of a voluntary or involuntary petition regarding the Supplier under the Federal Bankruptcy Code; the appointment of a Receiver or Trustee for the Supplier; or the execution by the Supplier of a general assignment for the benefit of creditors.

The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

#### TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of the Master Agreement, the County shall not be obligated for the Supplier's performance hereunder or by any provision of the Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for use under the Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated, then the Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Supplier in writing of any such non-allocation of funds at the earliest possible date.

#### VALIDITY

If any provision of the Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of the Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### WAIVER

No waiver by the County of any breach of any provision of the Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

#### WARRANTY AGAINST CONTINGENT FEES

The Supplier warrants that no person or selling agency has been employed or retained to solicit or secure the Master Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Supplier for the purpose of securing business. For breach of this warranty, the County shall have the right to terminate the Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### PARTICIPATING MUNICIPALITIES

Excluding any local awards, the County has designated U.S. Communities Government Purchasing Alliance (herein U.S. Communities) as the agency to provide administrative services related to purchases by other governmental entities (Participating Public Agencies) under the Master Agreement. At the County's sole discretion and option, and upon Supplier entering into the requisite U.S. Communities Administration Agreement, Participating Agencies may acquire products under the Master Agreement. Such acquisitions shall be at the prices stated in the Master Agreement, or lower.

The awarded Supplier(s) must deal directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. The County is acting as

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1340234-4	
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Contracting Agent for the Participating Public Agencies and shall not be held liable for any costs, damages, etc. incurred by any other Participating Public Agency.

In no event shall the County be considered a dealer, remarketer, agent or representative of the Supplier.

**PRE-PRINTED TERMS AND CONDITIONS**

Pre-printed terms and conditions/bidders contract documents. Bidders pre-printed terms and conditions or restrictions commonly appearing on the reverse side of letters submitted with the bid and/or bidders specifications material and contract documents will be disregarded in the absence of a positive written statement from Bidder and approved in writing by the County Purchasing Agent that all or a particular portion of such writings are in addition to or supersede the County terms and conditions.

**RESERVATION**

The County of Los Angeles reserves the right to bid individual large requirements when deemed in the best interests of the County.

**RETURN OF GOODS RECEIVED**

In bidding, Proposer agrees to accept for full credit any merchandise returned in good condition within five days after receipt of goods without any handling charges; however, no return shall be made of any material which has been put into operation other than for test. When products delivered fail to meet specification, cost of inspection shall be for account of vendor.

**CANCELLATION**

Any agreement formulated from this inquiry may be cancelled by either party upon (ninety) 90 days written notice. The County may continue to place orders against said agreement until the effective date of such cancellation.

**PRICING**

Except as specifically noted herein, category product price proposals shall be firm, fixed prices for one year after the award for core list items and discount off manufacturer price list for all other items. In all cases, the County will reserve the right to reject any price increases during the terms of the Master Agreement. The County reserves the right to negotiate pricing and to add and delete items.

**PRICE ADJUSTMENTS**

All price adjustment requests must be submitted no less than 60 days prior to implementation. All upward price adjustments must be supported by manufacturers letter(s) substantiating the requested increase, the percent increase and must be approved by County Purchasing Agent. Price decreases will be accepted any time during he contract period with 60 day notice.

**MASTER AGREEMENT TERM**

The Master Agreement term shall be for a period of three (3) years from the date of award, with two (2) additional 12-month extension options which may be exercised at the sole discretion of the County.

**SUBSTITUTION**

SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1340234-4	
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Products purchased as a result of any award made from this RFP are to be supplied as offered, and accepted without substitution of material or style, at the contract price. Any deviation must be approved in advance by the requisitioning agency official.

**FREIGHT**

Freight Prepaid and Allowed. All charges including, but not limited to, transportation, packing and installation, to any location, including desktop delivery within agency facilities, anywhere within Los Angeles County or any location in all 50 States, must be inclusive in the Supplier's price.

**Amendment #1**

Corrected quantity on lines 84 and 85 and changed to zero. Everything else remains the same.

**Amendment #2**

Added line 87 to 93 for Wire & Cable and Conduit and Channel fittings cost plus. Everything else remains the same.

**Amendment #3**

Changed contact name from Dan to Jeff Peskuski. Everything else remains the same.

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The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

**PRICE GUARANTEE:** Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

**ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE:** County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

**County's Quality Assurance Plan.** The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

**CONTRACTOR RESPONSIBILITY AND DEBARMENT**

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

**PROHIBITION AGAINST USE OF CHILD LABOR**

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS**

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

**ASSIGNMENT BY CONTRACTOR**

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.

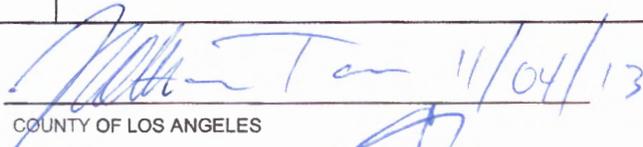
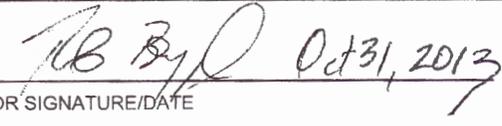
B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

TERM CONTRACT AWARD		CONTRACT NO: MA-IS-1040222-6	VERSION DATE
INTERNAL SERVICES DEPARTMENT		PROCUREMENT FOLDER: 71309	
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">                 GRAYBAR ELECTRIC COMPANY                  383 SOUTH CHERYL LANE                   INDUSTRY CA 91789             </div>		BUYER: Rothana Tan PHONE: 323-881-4583 EMAIL: rtan@isd.lacounty.gov	
		VENDOR NO: 501079 CONTACT: ROBERT RHOADS PHONE: (314) 573-7159	
		FISCAL YEAR: EFFECTIVE DATE: 01/01/10 EXPIRATION 12/31/14	

TELECOMMUNICATION SUPPLIES AND ACCESSORIES - AMEND #5

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  3 COM, ACTERNA, ADC/TE CONNECTIVITY (PRODUCT LINE: CAMPUS), ADIRONDAK WIRE & CABLE, ADM MICRO, INC., ADVANCED AMERICAN TELECOM, AERVOE INDUSTRIES, AIR KING VENTILATION PRO, AK STAMPING, ALCATEL, ALFLEX CORPORATION, ALKCO MANUFACTURING COMPANY, ALLIED BOLT INC, ALLIED ELECTRONICS, INC., ALLIED MOULDED PRODUCTS, ALLIED TELESIS / ALLIED TELSUN (PRODUCT LINE: SOFTWARE), ALTIGEN COMMUNICATIONS, AMERICAN FITTINGS CORP, AMERLUX INC, AMETEK, INCORPORATED, AMETRIX, AMP/TYCO/TE CONNECTIVITY (PRODUCT LINE: COMMERCIAL CONSTRUCTION, HEATING PRODUCT), AMPHENOL CORP., AMSECO / POTTER, ANAMET ELECTRICAL, INC, ANGLO AMERICAN ENTERPRISE, ANRITSU, ARGUS TECHNOLOGIES, LTD, ARMORCAST PRODUCTS COMPANY, ATLANTIC SCIENTIFIC CORP, ATLANTIC TELECONNECT INC, AUTOMATIC TIMING & CONTROLS, AVAYA COMMUNICATIONS, BAND-IT - IDEX INC, BAUDCOM, BAY NETWORKS, BEGHELLI INC, BEKAERT CORP, BELDEN WIRE & CABLE (PRODUCT LINE: TRAPEZE WIRELESS), BELKIN COMPONENTS, BENNER-NAWMAN INC, BI-TRONICS INC, BLACK BOX	0.000		DISCOUNT	0.0000 %

 COUNTY OF LOS ANGELES	 VENDOR SIGNATURE/DATE
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PRICE SHEET	TERM CONTRACT AWARD CONTRACT NO: MA-IS-1040222-6
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	CORP, BLF CORPORATION, BLONDER TONGUE, BOSCH SECURITY SYSTEMS, BOWHEAD MANUFACTURING, BRADY WORLDWIDE (PRODUCT LINE: DISCOUNT SCHEDULE B ITEMS, DISCOUNT SCHEDULE C ITEMS, DISCOUNT SCHEDULE D ITEMS, DISCOUNT SCHEDULE H ITEMS), BROCADE, BROTHER INTERNATIONAL, CABLE EXCHANGE, CABLE MANAGEMENT SOLUTIONS INC., CABLE PREP, CANTEX IND, CAPP INC, CARRIER ACCESS, CASCO MANUFACTURING CO., CEECO/COMMUNICATION EQUIPMENT & CHARLESTON INDUSTRIES, CHLORIDE SYSTEMS, CIDCO, CIRCA TELECOM USA, CLARCOR AIR FILTRATION PRODUCTS, CLAUSE CUTLERY, COIL SALES / CHARLES INDUSTRIES, COMDIAL/VERTICAL COMMUNICATION (PRODUCT LINE: CARDS/PROCESSORS, DX80 KITS / PACKAGES), COMTREND CORPORATION, CONDEX INTERNATIONAL, CONKLIN CORP, CON-TECH, COPPER MOUNTAIN, CORCOM, CORINEX COMMUNICATIONS, CP TECHNOLOGIES, CRAIN ENTERPRISES INCORPORATED, CROWE ROPE, CRYDOM, CW COMMUNICATIONS, CXR LARUS CORP, CYBERPOWER, CYLIX CORP, D & W DISTRIBUTORS INC., DA LITE SCREEN COMPANY, DANA BLUE, DATA DISPLAY PRODUCTS, DAVID CLARK & CO, DEES COMMUNICATIONS, DOMINION LAZERCOM, DURACELL BATTERY, DV TEL, DYNALEC, E & R INDUSTRIAL SALES, INC., ELASTIMOLD - UTILITY DIVISION OF ELECTRIC MOTION CO, ELLIPTIPAR, ELTEK VALERE, INC., E-MON, LLC, ENCORE WIRE CORPORATION, ENERGIZER BATTERY, INC., ENERGY SOLUTIONS INTL., ENERSYS INC, ENERTRON TECHNOLOGIES, ENGENIUS TECHNOLOGIES INC, ENGINEERED PRODUCTS, ENTONE, ERICO (PRODUCT LINE: ALL OTHER), ETHERWAN SYSTEMS, EXCELINE, FERGUSON ENTERPRISES, FERNCO INC, FIBER & CABLE/OPTI-LOOP, FIBER INSTRUMENT SALES, FIBER OPTIC INC, FIBERTRON, FINISHADAPT INC, FIRE-LITE ALARMS INC, FISHER PIERCE OLC, FLUKE (PRODUCT LINE: ALL OTHER), FORCE10 NETWORKS, FOSTER CORP, FOUNDRY NETWORKS, GEIST PLASTICS, GEMS SENSORS INC., GENERAC POWER SYSTEMS, INC., GENERAL HARDWARE, GENERAL STRUCTURES INC, GENERIC FIBER PRODUCTS, GENERIC PREMISE PRODUCTS, GENTEX CORP, GLYPTAL INC, GORDON KAPES INC, GS METALS, HAMMOND MANUFACTURING, HARDING INSTRUMENT, HARGER LIGHTNING PROTECTION INC, HARRIS DRACON, HAWAII ENERGY SYSTEMS, LLC, HERITAGE PLASTICS INC, HILTI INC, HIRSCHMANN AUTOMATION & CONTROL, IN, HI-TECH FUSES INC., HOLOCOM NETWORKS, HOMAC MANUFACTURING, HOMACO, HOUSTON WIRE&CABLE				

PRICE SHEET	TERM CONTRACT AWARD
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
2	<p>CO, HUBBELL - LENOIR CITY, HUGHES BROTHERS, IMC NETWORKS, INDALEX ALUMINUM SOLUTION, INDEPENDENT TECHNOLOGIES, INC., INGRAM MICRO, INTELLITOUCH, IPEX INC, JACKMOON USA, INC., JACKSON TOOL, JDSU, JONARD INDUSTRIES CORP, JONES-STEPHENS CORP, KAF-TECH, INC., KENTROX, LLC, KIDDE FIRE FIGHTING, KNOPP INC, KONEXX, KRALOY DIVISION, KRYLON PRODUCTS GROUP, BANNER ENGINEERING, CROUZET, MAXI-SIGNAL, VXI CORP, ZYXEL COMM, ADTRAN, VELCRO USA INCORPORATED, CHIEF MANUFACTURING CO, SERVER TECHNOLOGY, RLE TECHNOLOGIES, PENTAIR CORPORATION</p> <p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>LAGASSE BROTHERS, INC., LAMSON PIPE COMPANY TELECOM SYS, LANTECH COMM. INC, LARUS, L-COMP INC, LEACH, LEICA GEOSYSTEMS, LENOX / IRWIN INDUSTRIAL TOOL, LG ELECTRONICS USA INC., LOCKNETICS, LUDLOW TEXTILES, LYON WORKSPACE PRODUCTS, MAC PRODUCTS INC, MACLEAN POWER SYSTEMS / RELIABLE POWER PRODUCTS (PRODUCT LINE: CONTINENTAL ELECTRIC CO, RELIABLE-BETHEA), MAGNOLIA CHEMICAL, MAJOR CUSTOM CABLE INC, MALCOLITE CORP, MALTON EQUIPMENT CO, MARCONI COMMUNICATIONS, MARYLAND SPECIALTY WIRE, MAXCELL BUSINESS UNIT, MERU NETWORKS, METRO TEL CORP, MGE UPS SYSTEMS, MICROTEST, MIDDLE ATLANTIC PRODUCTS, MINUTE MAN, MITEL, MOLDCAST DIVISION, MOLEX, MOSAIC, MOSCOM/VERAMARK TECHNOLOGIES, MULTI-TECH, NATIONAL PIPE &amp; PLASTICS INC, NEC UNIFIED SOLUTIONS, INC, NETSOURCE, NEWELL RUBBERMAID, INC, NICE SYSTEMS, NITSUKO AMERICA, NORTEL / BAY NETWORKS, NORTH SAFETY PRODUCTS, NORTHSTAR BATTERY COMPANY, NOYES FIBER SYSTEMS, NTE ELECTRONICS, INC., NUTONE, NVT, OATEY, OFS FITEL, LLC BRIGHTWAVE, OK INDUSTRIES, OLDCASTLE PRECAST, INC., OPTELECOM, ORTRONICS (PRODUCT LINE: ONQ SECURITY PRODUCTS - OTHER THAN LEGRAND, GREYFOX), P &amp; R INDUSTRIES, P.K. NEUSES, INCORPORATED, PANAMAX, PANASONIC (PRODUCT LINE: IP PRODUCTS), PANAVISE PRODUCTS INC., PARADYNE, ZHONE TECHNOLOGIES, PCT</p>	0.000		DISCOUNT	0.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INTERNATIONAL, PELICAN PRODUCTS INC, PEPPERL & FUCH'S, PERMA-COTE INDUSTRIES, PHASETRONICS / MOTORTRONICS, PICO MACOM INC, PICOMA IND INC, PLANT EQUIPMENT, PORCELAIN PRODUCTS COMPANY (PRODUCT LINE: TRANS INSUL), PORCELAN PRODUCTS, POTTER BRUMFIELD, POWER SALES & ADVERTISING, POWER SONIC CORP, POWERSMITHS INT. CORP., PRECIDIA TECHNOLOGIES, PREFORMED LINE PRODUCTS (PRODUCT LINE: COMMUNICATIONS PRODUCTS), PREMAX LLC, PROFORMA PRINTGRAPHICS, PROGRESSIVE ELECTRONICS / GREENLEE, PRONTO NETWORKS, INC., PRYSMIAN POWER CABLES & SYSTEMS, PYRAMID INDUSTRIES, QUEEN CITY PLASTICS INC, R&R INDUSTRIES, RACEWAY TECHNOLOGY, RAINBOW TECHNOLOGY CORP, RAYCHEM, RCI, READYLINKS INC., RECOGNITION SYSTEMS, REDBACK NETWORKS, REIKER ENTERPRISES, RITTAL CORPORATION, ROANWELL, SALISBURY, WH COMPANY, SAMSUNG, SATCON TECHNOLOGY CORPORATION, SCHLAGE ELECTRONICS, SECURITY INC, SELECTA SWITCH / MICRO SWITCH, SEMTRON INC, SENSAPHONE (PRODUCT LINE: IMS & SENSORS/ACCESS NON IMS4000 ACCESSORIES), SENSOR SWITCH INC, SEVES USA, SHURE INC., SIEMENS , SIEMENS INFORMATION SYSTEMS INC., SIGNAMAX CONNECTIVITY, SILOO DIVISION, SIMPSON ELECTRIC CO, SNAKE TRAY/CMS, SNAP-ON INC, SOUNDOLIER DIV., SOUTHWEST DATA PRODUCTS, SPC TECHNOLOGY, SPERO ELECTRIC CORP, STA--LUBE DIVISION, STRONGWELL, SUN WEST ENGR INC, SURGE SUPPRESSION , SURGE SUPPRESSION INC, SUTTLE APPARATUS CORPORATION, SYMETRICOM, SYNCO CHEMICAL, TARGETTI NORTH AMERICA, TEC INTERNATIONAL, TECH DATA, TECH PRODUCTS INC, TECH SPRAY, TECHNICAL CONSUMER PRODUCTS INC, TELCO SYSTEMS (PRODUCT LINE: TRANSCEIVERS), TELEDEX CORP, TELEDYNE D.G. O'BRIEN, TELEHORN, TELEX COMMUNICATIONS, TELLABS, TELSTRAT, TELTRENDK, TEMP RESEARCH, TEMPO, THE ELECTRIC CONTROLLER AND, THE OKONITE COMPANY, THE ROCKBESTOS COMPANY, THOMAS & BETTS (PRODUCT LINE: 057-INTERCONNECTION SYSTEMS, ELASTIMOLD DIVISION), TII NETWORK TECHNOLOGIES, TIMES FIBER COMMUNICATION, TJ COPE INC, TMC CORPORATION, TRAFFIC SIGNAL CONTROLS, INC., TRANSTECTOR SYSTEMS, TRI PALM INTERNATIONAL, TRILOGY COMMUNICATIONS INC., TT SYS., TT SYSTEMS, U.S. ROBOTICS, UNIDEN, UNIPRISE SOLUTIONS, UNIQUE FIRE/ITS UNIQUE, UNITED COPPER INDUSTRIES, VALCOM (PRODUCT LINE: MUSIC FOR LIFE				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
3	<p>ACCESSORIES), VARI-TRONICS, VERILINK, VICTOR INSULATORS INC, VIDEO MOUNT PRODUCTS, VON DUPRIN, VODAVI/VERTICAL COMMUNICATION, VUANCE, INC., WESCOM-CHARLES INDUSTRIES, WIRELESS COAX PRODUCTS, Z-BAND, INCORPORATED, ZEP MANUFACTURING CO, ZOOM TELEPHONICS, VIVOTEK, RACO MANUFACTURING AND ENGINEERING CO, AMERICAN POWER CONVERSION - APC, ERSODYNE, FEONIC TECHNOLOGY, MOLEX, INTERLOGIX, BRISCON ELECTRIC, ABB COMPANIES, LANDIS &amp; GYR, RAYTHEON, SONY SECURITY</p> <p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>ALLIED TELESIS / ALLIED TELSYN (PRODUCT LINE: NETWORK CARD); ALLIED TELESIS / ALLIED TELSYN (PRODUCT LINE: SWITCHES); ANDREW CORP., FLUKE (PRODUCT LINE: LOW END DATACOM TOOLS); MELTRIC; TONE COMMANDER (PRODUCT LINE: ALL OTHER), TRIAD FLOOR SYSTEMS, CAROLINA GLOVE COMPANY, BULWARK, TURCK INC, WEIDMUELLER, PC SYSTEMS, EM CLOCK, INNOVOLT</p>	0.000		DISCOUNT	3.0000 %
4	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>AMX (PRODUCT LINE: ALL OTHER);FLUKE (PRODUCT LINE: STANDARD ACCESSORIES; LH DOTTIE (PRODUCT LINE: ALL OTHER); MICRO TEST, COPPER PRO &amp; TELECOM ACCESS); PLANTRONICS (PRODUCT LINE: LUCENT LOGO KITS); PREFORMED LINE PRODUCTS (PRODUCT LINE: ALL OTHER); THOMAS &amp; BETTS (PRODUCT LINE: MELCO PRODUCTS), ACP INTERNATIONAL, B-LINE, OMNI CABLE, OBERON, GEPCO, TE CONNECTIVITY, VERTICAL COMMUNICATIONS</p>	0.000		DISCOUNT	5.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
5	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>AGILENT TECHNOLOGIES; ALLIED TELESIS / ALLIED TELSYN (PRODUCT LINE: ACCESSORIES); ALLIED TELESIS / ALLIED TELSYN (PRODUCT LINE: MODULAR OUTL)</p>	0.000		DISCOUNT	6.0000 %
6	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>B &amp; K PRECISION; PANASONIC (PRODUCT LINE: DGT SPR HYBR - KX-TD CARDS/PROCESSORS, DGT SPR HYBR - KX-TD DGTL SPR HYBRD PHN, DGTL PBX - KX-TD336/500 CARDS/PROC, SOFTWARE / LICENSES, VOICE PROCES - LARGER THAN 4 PORT SYS., VOICE PROCES - NX-NCP PRODUCT &amp; LICENSES)</p>	0.000		DISCOUNT	7.0000 %
7	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>AMERICAN POLYWATER</p>	0.000		DISCOUNT	7.5000 %
8	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>ALLOPTIC; GEIST</p>	0.000		DISCOUNT	8.0000 %

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9	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>SPECIFIED TECHNOLOGIES; TRANS WORLD PRODUCTS</p>	0.000		DISCOUNT	9.0000 %
10	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>ADC/TE CONNECTIVITY (PRODUCT LINE: DSX 1/2 PRODUCTS, DISTRIBUTION FRAMES); BRADY WORLDWIDE (PRODUCT LINE: DISCOUNT SCHEDULE A ITEMS, DISCOUNT SCHEDULE E ITEMS (OTHER THAN JET BELOW), DISCOUNT SCHEDULE F ITEMS, SCHED E - JETTAB INK JET PRINTABLE MARKERS); CORTELCO/VERTICAL COMMUNICATION (PRODUCT LINE: ARIES DIG PCKGS-DRP SHIP); GENERIC VENDOR - CWC; TRANSITION NETWORKS (PRODUCT LINE: ALL OTHER); URASEAL; VIKING (PRODUCT LINE: ALL OTHER); WESTELL, POWERDSINE, CONNECTIVITY WIRELESS</p>	0.000		DISCOUNT	10.0000 %
11	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>3M TELECOMMUNICATIONS (PRODUCT LINE: DIAGNOSTIC PRODUCTS, LOCATING AND MARKING PRODUCTS); VODAVI/VERTICAL COMMUNICATIONS (PRODUCT LINE: TRIAD)</p>	0.000		DISCOUNT	11.0000 %
12	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p>	0.000		DISCOUNT	12.0000 %

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13	<p>PALADIN CORP; PANASONIC (PRODUCT LINE: ALL OTHER); PORTA SYSTEMS; TELCOR; TELEMATRIX (PRODUCT LINE: MISC HOTEL / MOTEL); ULTRATECH</p> <p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>COMDIAL/VERTICAL COMMUNICATION (PRODUCT LINE: FXII); EDWARDS COMPANY; EMERSON NETWORK POWER (PRODUCT LINE: ALL OTHER); TELEBYTE; TELEDYNE; WIREMOLD (PRODUCT LINE: D VELOCITY &amp; BASKET TRAY, RACEWAY COMPONENTS, INC., SENTREX P69)</p>	0.000		DISCOUNT	13.0000 %
14	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>RAD DATA COMM</p>	0.000		DISCOUNT	14.5000 %
15	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>AFL TELECOMMUNICATIONS (PRODUCT LINE: NOYES, OUTSIDE PLANT HARDWARE EXCEPT FIBER DIST HUBS); BELDEN WIRE &amp; CABLE (PRODUCT LINE: TRAPEZE WIRELESS DEMO EQUIPMENT, TRAPEZE WIRELESS HARDWARE SOFTWARE AND ACCESSORIES); EMERSON NETWORK POWER (PRODUCT LINE: EDCO); FLUKE (PRODUCT LINE: CABLE METERS - FLUKE PRODUCTS &amp; DSP4300, FLUKE CORP, NETTOOL, &amp; PYRAMID, INSTRUMENTS, METERS, REMCON &amp; MOTORGUARD); MRV COMMUNICATIONS; NEW BASIS WEST; ORTRONICS (PRODUCT LINE: NON MODISTR, RACKS - SWING EZ WALL RACK); PANDUIT (PRODUCT LINE: EXCLUDED FIBER RUNNER CABLE</p>	0.000		DISCOUNT	15.0000 %

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16	<p>PRODUCTS, FR1 FIBER RUNNER CABLE ROUTING CHANNEL, FR2 FITTINGS AND COUPLERS); SENSAPHONE (PRODUCT LINE: ALL OTHER); TELECT (PRODUCT LINE: VANGUARD); VTECH COMM. (PRODUCT LINE: ALL OTHER)</p> <p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>BELDEN WIRE &amp; CABLE (PRODUCT LINE: COAX CABLES); MACLEAN POWER SYSTEMS / RELIABLE POWER PRODUCTS (PRODUCT LINE: ALL OTHER)</p>	0.000		DISCOUNT	16.0000 %
17	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>AASTRA TELECOM (PRODUCT LINE: ALL OTHER)</p>	0.000		DISCOUNT	16.5000 %
18	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>AMP/TYCO/TE CONNECTIVITY (PRODUCT LINE: AMPTRAC, ENET WRKGRP); GENERAL CABLE (PRODUCT LINE: CORD SETS, PORTABLE CABLE); PANASONIC (PRODUCT LINE: 30810/60610 ACCESSORIES, CORDED PHONE - CURRENT SINGL AND MULT, DGT SPR HYBR - KX-TD ACCESSORIES, DGTL LN SETS-CURRENT - SNG AND MULT, DGTL PBX - KX-TD 500 ACCESSORIES)</p>	0.000		DISCOUNT	17.0000 %
19	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE</p>	0.000		DISCOUNT	17.5000 %

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20	BOOK: (entire product line except where noted) BOURNS; SENSOR SWITCH COMMODITY CODE: 725-59-00-046189	0.000		DISCOUNT	18.0000 %
21	TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted) ONEAC; SL WABER COMMODITY CODE: 725-59-00-046189	0.000		DISCOUNT	18.4500 %
22	TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted) NEPTCO COMMODITY CODE: 725-59-00-046189	0.000		DISCOUNT	20.0000 %
23	AMX (PRODUCT LINE: SCHOOLVIEW); FEDERAL SIGNAL (PRODUCT LINE: ALL OTHER); LEVITON TELCOM (PRODUCT LINE: JBL); LUCENT TECHNOLOGIES (PRODUCT LINE: MM F/O CABLE), DITEK, HOLOCOM COMMODITY CODE: 725-59-00-046189	0.000		DISCOUNT	20.5000 %
	TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted) GENERAL CABLE (PRODUCT LINE: CENTRAL OFFICE, COAX CABLES, FIRE ALARM, GNRL ELEC CB, PHOTONICS, RESI CABLE, SECURITY CABLE); GREAT LAKES CASE & CABINETS (PRODUCT LINE: ALL OTHER)				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
24	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>ALLIED TELESIS / ALLIED TELSUN (PRODUCT LINE: ALL OTHER); AMP/TYCO/TE CONNECTIVITY (PRODUCT LINE: F/O PTCH CRD, STD F/O CBLs); COMMSCOPE (PRODUCT LINE: FBR APPARATS - INSTAPATCH); GAITRONICS (PRODUCT LINE: ALL OTHER); PYRAMID INDUSTRIES; VTECH COMM. (PRODUCT LINE: MISC BATTERIES, REPLACEMENT BATTERIES)</p>	0.000		DISCOUNT	21.0000 %
25	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>CHARLES INDUSTRIES; DUKANE CORPORATION; TRANSITION NETWORKS (PRODUCT LINE: MEDIA CNVRT)</p>	0.000		DISCOUNT	21.5000 %
26	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>ARROW MAGNOLIA; BELDEN WIRE &amp; CABLE (PRODUCT LINE: BELDEN CABLE (NEW GENERATION), CONTROL OFFICE CABLE, RESI CABLE); CORTELCO/VERTICAL COMMUNICATION (PRODUCT LINE: ARIES DIGITAL - ALL OTHER, CORSAIR PRODUCTS, ITT TELCOME, MULTI FEATURE PHONES - ALL OTHER, ODYSSEY SYS); CRAIN ENTERPRISES; EATON (PRODUCT LINE: T1 ISOLATORS)</p>	0.000		DISCOUNT	22.0000 %
27	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p>	0.000		DISCOUNT	22.5000 %

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28	<p>INTERALIA COMMUNICAITONS; ITW LINX (PRODUCT LINE: SPECIALITY SURGE PROTECTORS)</p> <p>COMMODITY CODE: 725-59-00-046189</p>	0.000		DISCOUNT	23.0000 %
29	<p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>COMMAND COMMUNICATIONS; CORNING (PRODUCT LINE: COPPER O/P - ALL OTHER)</p> <p>COMMODITY CODE: 725-59-00-046189</p>	0.000		DISCOUNT	23.5000 %
30	<p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>AMP/TYCO/TE CONNECTIVITY (PRODUCT LINE: FBR OPT CBL); COMMSCOPE (PRODUCT LINE: COMMSCOPE COAX PRODUCTS - SECURITY CABLES); D-LINK; LYNN ELECTRONICS (PRODUCT LINE: ALL OTHER)</p> <p>COMMODITY CODE: 725-59-00-046189</p>	0.000		DISCOUNT	24.0000 %
31	<p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>BELDEN WIRE &amp; CABLE (PRODUCT LINE: TRAY AND IMSA CABLE); PARA SYSTEMS (PRODUCT LINE: ENTERPRISE UPS, XRT &amp; MBK SERIES UPS)</p> <p>COMMODITY CODE: 725-59-00-005559</p>	0.000		DISCOUNT	25.0000 %
	<p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>3M TELECOMMUNICATIONS (PRODUCT LINE: ALL OTHER); BELDEN WIRE &amp; CABLE (PRODUCT LINE: FIBER CABLE); CEMENTEX; CORNING (PRODUCT LINE:</p>				

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32	<p>SUBSCRB DMRC - NID OUTDOOR); IRWIN COMPANY; SUTTLE; TRIPP LITE (PRODUCT LINE: ACCESSORIES)</p> <p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>ERICO (PRODUCT LINE: RIGID STRUT, LOOP HANGERS, MISC MECH, STRT ACC, PIPE HNGES, BM CLMPS, SLICK STRUT NUTS)</p>	0.000		DISCOUNT	25.5000 %
33	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>3M TELECOMMUNICATIONS (PRODUCT LINE: COPPER SPLICING, FIBER CONNECTIVITY); AIPHONE</p>	0.000		DISCOUNT	26.0000 %
34	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>TELECT (PRODUCT LINE: ALL OTHER); TONE COMMANDER (PRODUCT LINE: ISDN TELEPHONE LAB, VOIP PHONES)</p>	0.000		DISCOUNT	25.5000 %
35	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>BELDEN WIRE &amp; CABLE (PRODUCT LINE: OSP CABLE); OPTICAL CABLE CORPORATION; PANASONIC (PRODUCT LINE: PANASONIC CCTV)</p>	0.000		DISCOUNT	27.0000 %

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36	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>KRYLON; LYNN ELECTRONICS (PRODUCT LINE: TELCO CABLE ASSEMBLIES)</p>	0.000		DISCOUNT	28.0000 %
37	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>AASTRA TELECOM (PRODUCT LINE: RES/BUS SYS, NON-MERIDIAN M5XXX-RESTRICTD); BERK-TEK WIRE &amp; CABLE (PRODUCT LINE: I/O HYBRD FO, STD F/O CBLs); ERICO (PRODUCT LINE: THREADED ROD); ORTRONICS (PRODUCT LINE: TELCO CABLE); TELEMATRIX (PRODUCT LINE: ALL OTHER)</p>	0.000		DISCOUNT	28.5000 %
38	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>AMERICAN POWER CONVERSION (PRODUCT LINE: NETBOTZ); FEDERAL SIGNAL (PRODUCT LINE: RED CODE ITEMS); PANDUIT (PRODUCT LINE: ALL OTHER); TELECT (PRODUCT LINE: POWER)</p>	0.000		DISCOUNT	29.0000 %
39	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>CORNING (PRODUCT LINE: COPPER O/P - BLD ENTRNC PROTECTION, SUBSCRB DMRC - ALL OTHER); ITW LINX (PRODUCT LINE: ALL OTHER); NEWTON INSTRUMENT; PANASONIC (PRODUCT LINE: ALL OTHER CRDLS PHN</p>	0.000		DISCOUNT	29.5000 %

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40	PR); TRIPP LITE (PRODUCT LINE: ALL OTHER) COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  EATON (PRODUCT LINE: ALL OTHER); INTERNATIONAL FIBER SYSTEMS; TELCO (PRODUCT LINE: ALL SYSTEMS OTHER); WIREMOLD (PRODUCT LINE: ALL OTHER)	0.000		DISCOUNT	30.0000 %
41	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  GREAT LAKES CASE & CABINETS (PRODUCT LINE: ADVANTAGE WORKSTATIONS)	0.000		DISCOUNT	30.5000 %
42	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  ADC/TE CONNECTIVITY (PRODUCT LINE: ALL OTHER)	0.000		DISCOUNT	31.0000 %
43	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  DRAKA (PRODUCT LINE: ALL OTHER); EMERSON NETWORK POWER (PRODUCT LINE: AIM ELECTRONICS CORP - RF CONNECTORS & ADAPTORS)	0.000		DISCOUNT	31.5000 %

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44	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>AMP/TYCO/TE CONNECTIVITY (PRODUCT LINE: AMP OSP, DITEL, DULMISON INC., HUB, TELECOM OSP); CHATSWORTH (PRODUCT LINE: 46353-103,203,503 &amp; 703, EXPANDA RACK, OTHER 46353 RACKS, QUADRA RACK); VIKING (PRODUCT LINE: PERIPHERALS)</p>	0.000		DISCOUNT	32.5000 %
45	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>ADC/TE CONNECTIVITY (PRODUCT LINE: ADC TRUENET CABLE, CROSS CONNECT, TRUENET CABLE); HUBBELL (PRODUCT LINE: MODULAR JACK - OBS); THOMAS &amp; BETTS (PRODUCT LINE: ALL OTHER)</p>	0.000		DISCOUNT	33.0000 %
46	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>PARA SYSTEMS (PRODUCT LINE: ALL OTHER)</p>	0.000		DISCOUNT	33.5000 %
47	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>MULTI-LINK</p>	0.000		DISCOUNT	34.0000 %

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48	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>AFL TELECOMMUNICATIONS (PRODUCT LINE: ALL OTHER); ALLEN-TEL (PRODUCT LINE: ALL OTHER); ALPHA TECHNOLOGIES; ALPHA WIRE; AMP/TYCO/TE CONNECTIVITY (PRODUCT LINE: ALL OTHER); BELDEN WIRE &amp; CABLE (PRODUCT LINE: ALL OTHER); BOGEN; C ENTERPRISES; FLUKE (PRODUCT LINE: ACCESSORIES &amp; FIBER TESTERS, CABLE METERS - ALL OTHER, DRACON ITEMS - ALL OTHER, MICROTTEST &amp; ONETOUCH, TELCOM ACCESS TESTERS); GAITRONICS (PRODUCT LINE: SMART PHONES); GENERAL MACHINE PRODUCTS; LIEBERT COMPANY; LUCENT TECHNOLOGIES (PRODUCT LINE: ALL OTHER); MAG INSTRUMENT; METALLICS; ORTRONICS (PRODUCT LINE: ALL OTHER); PANASONIC (PRODUCT LINE: CORDED PHONE - PREVIOUS SINGL, MULT, AND CONF, FAX MACHINES, KSU-LESS PHN, PANASONIC LIGHTING PROD, POWER TOOLS, SERVICE CO., VENT FANS, WIRELESS PRO ACCESSORIES); PLANTRONICS (PRODUCT LINE: CLEARVOX HEADSETS, JACKSET HEADSET ADAPTERS, LUCENT LOGO PRODUCTS, SPARES AND ACCESSORIES); PLATT LUGGAGE; POLYCOM (PRODUCT LINE: AUDIO TELECONFERENCING); SENSAPHONE (PRODUCT LINE: SENSAPHONE 1104); VODAVI/VERTICAL COMMUNICATIONS(PRODUCT LINE: ALL OTHER); VTECH COMM. (PRODUCT LINE: MISC VT- ITEMS)</p>	0.000		DISCOUNT	35.0000 %
49	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>COMDIAL/VERTICAL COMMUNICATION (PRODUCT LINE: ALL OTHER); COMMSCOPE (PRODUCT LINE: ALL OTHER); DRAKA (PRODUCT LINE: ALACTEL TELC); GN JABRA / GN NETCOM; HUBBELL (PRODUCT LINE: ALL OTHER); LEVITON TELCOM (PRODUCT LINE: ALL OTHER); LH DOTTIE (PRODUCT LINE: STANDARD HARDWARE, CONNECTORS &amp; FASTENERS); SIEMON; VALCOM (PRODUCT LINE: ALL OTHER)</p>	0.000		DISCOUNT	36.0000 %

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50	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>CORNING (PRODUCT LINE: ALL OTHER)</p>	0.000		DISCOUNT	36.5000 %
51	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>CABLOFIL INC.; CORTELCO/VERTICAL COMMUNICATION (PRODUCT LINE: ALL OTHER, MULTI FEATURE PHONES - CALLER ID ADJUNCT PROD, MULTI FEATURE PHONES - CENTURION, MULTI FEATURE PHONES - TRIBUTE FEATURE SETS, MULTI FEATURE PHONES - VOYAGE FEATURE SETS); ESSEX WIRE &amp; CABLE; GENERAL CABLE (PRODUCT LINE: ALL OTHER); MOHAWK WIRE &amp; CABLE (PRODUCT LINE: ALL OTHER); PANDUIT (PRODUCT LINE: CO1 JACK MODULES, CO2 COPPER PATCH CORDS, CO3 PATCH PANELS, CO4 PUNCHDOWN PRODUCTS, CO5 SHIELDED JACK MODULES, CO6 SHIELDED PATCH CORDS, FB1 FIBER CONNECTORS, FB2 FIBER PATCHCORDS, FB3 ADAPTER MODULES AND ADAPTERS, FR3 FIBER DUCT CABLE AND COVER, OU1 OUTLET NETOWRK PRODUCTS, RK2 CABLE MANAGEMENT); PORCELAIN PRODUCTS COMPANY (PRODUCT LINE: ALL OTHER); QUICKTRON</p>	0.000		DISCOUNT	37.0000 %
52	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>POLYCOM (PRODUCT LINE: ALL OTHER)</p>	0.000		DISCOUNT	37.2600 %

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53	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  ALLEN-TEL (PRODUCT LINE: DATA PROD); BERK-TEK WIRE & CABLE (PRODUCT LINE: ALL OTHER)	0.000		DISCOUNT	37.5000 %
54	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  DIAMOND COMMUNICAITONS	0.000		DISCOUNT	38.0000 %
55	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  CHATSWORTH (PRODUCT LINE: ALL OTHER)	0.000		DISCOUNT	38.5000 %
56	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  ALLEN-TEL (PRODUCT LINE: CROSS CONNECT, INSTALL PROD, OPT FBR PROD, OUTLETS); CORTELCO/VERTICAL COMMUNICATION (PRODUCT LINE: SINGLE LINE PHONES - ALL OTHER)	0.000		DISCOUNT	39.0000 %
57	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)	0.000		DISCOUNT	30.5000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
58	<p>AMERICAN POWER CONVERSION (PRODUCT LINE: ALL OTHER); PLANTRONICS (PRODUCT LINE: ALL OTHER); VALCOM (PRODUCT LINE: MULTIPATH)</p> <p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>BERK-TEK WIRE &amp; CABLE (PRODUCT LINE: LANMARK-10G CAT 6 AUGMENTED PLENUM, ANMARK-10G CAT 6 AUGMENTED RISER); HOFFMAN; LYNN ELECTRONICS (PRODUCT LINE: MOLDED CABLE ASSEMBLIES); THOMAS &amp; BETTS (PRODUCT LINE: ONE-PIECE CABLE TIES)</p>	0.000		DISCOUNT	40.0000 %
59	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>MOHAWK WIRE &amp; CABLE (PRODUCT LINE: CAT 5ENP 4PR ONLY, CAT 5EXHP PLENUM, CATEGORY OSP CABLES)</p>	0.000		DISCOUNT	40.5000 %
60	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>ADC/TE CONNECTIVITY (PRODUCT LINE: DSX 3/4 PRODUCTS); ALLEN-TEL (PRODUCT LINE: PLATES); COMDIAL/VERTICAL COMMUNICATION (PRODUCT LINE: VOICEMAIL - DEBUT, VOICEMAIL - INCHG DROP SHIP, VOICEMAIL - KV DROP SHIP ONLY); MOHAWK WIRE &amp; CABLE (PRODUCT LINE: CAT 6P 6LAN (PLEN AND NON PLEN))</p>	0.000		DISCOUNT	41.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
61	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>CORTELCO/VERTICAL COMMUNICATION (PRODUCT LINE: COMPASS); LYNN ELECTRONICS (PRODUCT LINE: CORDS)</p>	0.000		DISCOUNT	42.0000 %
62	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>GENERAL CABLE (PRODUCT LINE: CAT 5EP 4PR ONLY, CAT 5ENP 4PR ONLY, CAT 6P NONPLENUM); MOHAWK WIRE &amp; CABLE (PRODUCT LINE: CAT 5EP 4PR ONLY)</p>	0.000		DISCOUNT	42.5000 %
63	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>HAMMOND MANUFACTURING; ORTRONICS (PRODUCT LINE: FB JMP&amp;ASS)</p>	0.000		DISCOUNT	43.0000 %
64	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>BERK-TEK WIRE &amp; CABLE (PRODUCT LINE: 6LAN PLENUM); EMERSON NETWORK POWER (PRODUCT LINE: AIM ELECTRONICS CORP - ALL OTHERS, AIR COMFORT PRODUCTS DIV.)</p>	0.000		DISCOUNT	45.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
65	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  BERK-TEK WIRE & CABLE - PRODUCT LINE: CAT 5EP 4PR ONLY, CAT 6P PLENUM	0.000		DISCOUNT	46.0000 %
66	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  MOHAWK WIRE & CABLE (PRODUCT LINE: 10G CAT 6 AUGMENTED PLENUM, CAT 6NP ADVANCENET (PLEN AND NON PLEN))	0.000		DISCOUNT	46.0500 %
67	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  GENERAL CABLE (PRODUCT LINE: CAT 6P PLENUM)	0.000		DISCOUNT	47.0000 %
68	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  FRANKLIN INSTRUMENT; VTECH COMM. (PRODUCT LINE: VTECH COMMUNICATIONS PRODUCT)	0.000		DISCOUNT	48.0000 %
69	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)	0.000		DISCOUNT	48.5000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
70	PLANTRONICS (PRODUCT LINE: MOBILE HEADSETS & ADPTRS)  COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)	0.000		DISCOUNT	50.0000 %
71	CORTELCO/VERTICAL COMMUNICATION (PRODUCT LINE: MULTI FEATURE PHONES - ISDN SETS, SINGLE LINE PHONES - CONFERENCE PHONE PRODUCT); THOMAS & BETTS (PRODUCT LINE: ELECTROLINE MFG. CO.)  COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)	0.000		DISCOUNT	55.0000 %
72	THOMAS & BETTS (PRODUCT LINE: 040 NON-METALLIC BOXES)  COMMODITY CODE: 962-86-00-043391  FREIGHT - EXPEDITED SHIPMENTS VIA AIR, FEDEX, ETC. ONLY	0.000	LOT	ITEM	\$ 0.000000
73	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK AS INDICATED ON CURRENT EXHIBIT 1  Cisco Systems Inc., Motorola  ***** LINE 73 IS FOR U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (GPA) ONLY. *****	0.000		DISCOUNT	0.0000 %

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
74	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES (OTHER SECURITY) DISCOUNT AND MANUFACTURER AS INDICATED ON CURRENT ATTACHMENT A-1  ***** LINE 74 IS FOR U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (GPA) ONLY. *****	0.000		DISCOUNT	0.0000 %
75	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  B-LINE TELECOM	0.000		DISCOUNT	32.0000 %

PRICING, TERMS AND CONDITIONS ARE IN ACCORDANCE WITH RFP-IS-1057 INCLUDE THE FOLLOWING:

- ATTACHMENT A - SPECIAL TERMS AND CONDITIONS
- ATTACHMENT A-1 - TELECOMMUNICATION SUPPLIES & ACCESSORIES (OTHER SECURITY) (NATIONAL PURCHASE ONLY VIA U.S. COMMUNITIES)
- EXHIBIT 1 - LISTING BY MANUFACTURE

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AMENDMENT 1 - JANUARY 13, 2011

- REPLACE MA-IS-1040222-1 WITH MA-IS-1040222-2
- REMOVE LOS ANGELES COUNTY DEPARTMENTS ORDERING INSTRUCTIONS.
- REPLACE ATTACHMENT A-1 WITH ATTACHMENT A-1 AMEND. 1
- REPLACE EXHIBIT 1 WITH EXHIBIT 1 AMEND. 1

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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AMENDMENT 2 - OCTOBER 27, 2011

- ADDS TRIAD FLOOR SYSTEMS TO LINE NO. 3
- ADDS LH DOTTIE TO LINE NO. 4 AND 49
- ADDS AMX TO LINE NO. 4 AND 22
- ADDS THE FEDERAL ARRA TERMS AND CONDITIONS
- REPLACE ATTACHMENT A-1 AMEND. 1 WITH ATTACHMENT A-1 AMEND. 2
- REPLACE EXHIBIT 1 AMEND. 1 WITH EXHIBIT 1 AMEND. 2

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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AMENDMENT 3 - NOVEMBER 29, 2012

- ADD VIVOTEK AND RACO MANUFACTURING AND ENGINEERING CO TO LINE #2
- ADD POWERDSINE AND CONNECTIVITY WIRELESS TO LINE #10
- REPLACE ATTACHMENT A-1 AMEND. 2 WITH ATTACHMENT A-1 AMEND. 3
- REPLACE EXHIBIT 1 AMEND. 2 WITH EXHIBIT 1 AMEND. 3
- CONTRACT EXPIRATION DATE CHANGE FROM 12/31/12 TO 12/31/13

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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AMENDMENT 4 - MAY 15, 2013

- ADD BANNER ENGINEERING, CROUZET, MAXI-SIGNAL, VXI CORP, ZYXEL COMM, AND ADTRAN TO LINE #1
- ADD AMERICAN POWER CONVERSION - APC, ERSODYNE, FEONIC TECHNOLOGY, MOLEX CORP, INTERLOGIX, BRISCON ELECTRIC, ABB COMPANIES, LANDIS & GYR, RAYTHEON, AND SONY SECURITY TO LINE #2
- ADD CAROLINA GLOVE COMPANY, BULWARK, TURCK INC, WEIDMUELLER, PC SYSTEMS, EM CLOCK, AND INNOVOLT TO LINE #3
- ADD ACP INTERNATIONAL, B-LINE, OMNI CABLE, OBERON, AND GEPCO TO LINE #4
- ADD DITEK AND HOLOCOM TO LINE #22
- REPLACE ATTACHMENT A-1 AMEND. 3 WITH ATTACHMENT A-1 AMEND. 4
- REPLACE EXHIBIT 1 AMEND. 3 WITH EXHIBIT 1 AMEND. 4

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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AMENDEMENT 5 - OCTOBER 31, 2013

1. SECOND 12 MONTH EXTENSION (FINAL)

FROM: 12/31/13

TO: 12/31/14

2. ADD/MODIFY SUPPLIER

-ADD:

VELCRO USA INCORPORATED, CHIEF MANUFACTURING CO, SERVER TECHNOLOGY, RLE TECHNOLOGIES, PENTAIR CORPORATION TO LINE #1

TE CONNECTIVITY AND VERTICAL COMMUNICATIONS TO LINE #4

-MODIFY SUPPLIER:

FROM:

AMP, ADC TELECOMMUNICATIONS, COMDIAL, CORTELCO, MOLEX CONNECTION CORPORATION, MOLEX CORPORATION, PARADYNE/ZHONE TECHNOLOGIES, PARADYNE/ZHONE TECHNOLOGIES, VODAVI

TO:

AMP/TYCO/TE CONNECTIVITY, ADC/TE CONNECTIVITY, COMDIAL/VERTICAL COMMUNICATION, CORTELCO/VERTICAL COMMUNICATION, MOLEX, MOLEX, PARADYNE, ZHONE TECHNOLOGIES, VODAVI/VERTICAL COMMUNICATIONS

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3. MODIFY DISCOUNT:

AMERICAN POWER CONVERSION FROM: 39.5% TO: 30.5%  
B-LINE TELECOM FROM: 37% TO: 32%

-REPLACE GRAYBAR MANUFACTURERS EXHIBIT 1 AMENDMENT 4 WITH GRAYBAR MANUFACTURERS EXHIBIT 1 AMENDMENT 5

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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COUNTY OF LOS ANGELES  
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM  
FOR CONTRACTS AND GRANTS  
AUGUST 27, 2009 (Revised)  
Attachment I

If this contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds from the County of Los Angeles ("County") under this agreement.

1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.
2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government and the County of Los Angeles. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/sub-grantees will comply with all such requirements during the contract period.

DUNS NUMBER

All contractors are required to provide the County with their unique Dun & Bradstreet Data Universal numbering System D-U-N-S number prior to award.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with County of Los Angeles requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT

Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, sub-grantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. 3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

**ENFORCEABILITY**

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/sub-grantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the County of Los Angeles may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the County of Los Angeles under all applicable state and federal laws.

**INSPECTION OF RECORDS**

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. 3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, any activities funded with funds appropriated or otherwise made available by the Recovery Act; and (2) interview any officer or employee of Contractor\Grantee or any of its subcontractors/sub-grantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

**JOB POSTING REQUIREMENTS**

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to provide the County an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained as the result of the contract.

**PROHIBITION ON USE OF RECOVERY ACT FUNDS**

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

**REPORTING REQUIREMENTS**

Pursuant to Section 1512 of Title XV of the Recovery Act, County departments receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. Accordingly, the contractor agrees to provide the County with such information, no later than five (5) calendar days after the end of each calendar quarter, as is required by the County to comply with ARRA reporting requirements. Standard data elements and federal Instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov). The contractor must provide any other information reasonably requested by the County or required by state or federal law or regulation.

**SUBCONTRACTOR REQUIREMENTS**

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or sub-grants in connection with projects funded in whole or in part with funds available under the Recovery Act.

**WAGE REQUIREMENTS**

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a

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manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Virginia are located at: <http://www.gpo.gov/davisbacon/va.html>

**WHISTLEBLOWER PROTECTION**

Contractor/Grantee agrees that both it and its subcontractors/sub-grantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds, Including the County of Los Angeles, and all contractors and grantees of the County of Los Angeles from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/sub-grantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.

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The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

**PRICE GUARANTEE:** Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

**ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE:** County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

**County's Quality Assurance Plan.** The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

**CONTRACTOR RESPONSIBILITY AND DEBARMENT**

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

**PROHIBITION AGAINST USE OF CHILD LABOR**

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS**

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

**ASSIGNMENT BY CONTRACTOR**

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.



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# Vendor Detail



## Anixter, Inc.

VENDOR WEBSITE

Overview

Contract Documents

Contact

Contract: R5136 - Cabling and Networking Products and Services

Start	Next Expiration	Final Expiration
Mar 12, 2012	Mar 31, 2015	Mar 12, 2017

### Competitive Bid Process

- Determination for RFP
- Daily Journal and Commerce Ad 1
- Daily Journal and Commerce Ad 2
- Daily Journal and Commerce Affidavit 1
- Daily Journal and Commerce Affidavit 2

Florence Blade  
 Florence Blade Affidavit

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USA Today Ad 1  
 USA Today Ad 2  
 Original Solicitation (Final RFP Document)  
 ECS Locaton List  
 TCPN Screenshot  
 Bid Receipt List  
 Bid Sign in Sheet  
 Bid Evaluation  
 Multi Award Letter

Master Contract Documents

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Vendor Proposal  
 Signed Contract  
 Award Letter  
 Compliance Questionnaire

Post-Award Management Documents

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Allied Telesis Approval  
 Approval adding TeeCom of Yuba City and Network Management  
 Cerk Security Addition  
 Lenexa Approved as Reseller  
 Preferred Technology Approval (8-28-13)

Contract: R5166 - Security Services

Start	Next Expiration	Final Expiration
May 25, 2012	Apr 30, 2015	Apr 30, 2017

Competitive Bid Process

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Determination for RFP  
 Daily Journal of Commerce Ad  
 Daily Journal of Commerce Affidavit  
 Florence Blade Affidavit  
 USA Today Ad 1  
 USA Today Ad 2  
 Original Solicitation (Final RFP Document)  
 Addendum  
 TCPN Screenshot  
 Bid Receipt List  
 Bid Sign in Sheet  
 Bidders List  
 Bid Evaluation  
 Multi Award Letter

Master Contract Documents

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Vendor Proposal

Award Letter  
Compliance Questionnaire

Post-Award Management Documents

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Approval adding TeeComm of Yuba City - Network Management and Theia Technologies  
Cerk Security Addition  
Lenexa Approved as Reseller  
Preferred Technology Solutions Approval (8-28-13)

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## Enterprise Cabling Solutions

- Voice/data cable (Cat. 5e/Cat. 6)
- Fiber optics cable/connectivity
- Coaxial and multiconductor cable
- Backbone and riser cable
- Jacks, faceplates and outlets
- Patch cards and jumpers
- Panels and connectors
- Racks and cabinets
- Raceway and cable tray
- Cable ties and velcro straps
- Testing equipment
- UPS and power protection

## Network Equipment

- Switches
- Media converters
- Transceivers

## Security Solutions

- Cameras
- DVRs
- Lenses
- Mounts
- Access control
- Door locking hardware
- Cabling products

## Have You Heard the News?

TCPN, The Cooperative Purchasing Network, has awarded Anixter contracts R5136 for cabling and networking products and services and R5166 for security products. These contracts are made available to all state departments, K-12 independent school districts, colleges, universities, cities, counties and other qualified political subdivisions within the U.S.

## Benefits

- Easy to use, no administrative fees
- An efficient, one-stop source
- Prequalified, prequoted and legally compliant, which eliminates the need for a formal bid process
- Economical, saves hours of work
- Cost effective through the power of volume purchasing and bidding
- Manufacturer reliability due to the TCPN monitoring and reviewing the TCPN cooperative contracts

## What is TCPN?

TCPN is a national governmental purchasing cooperative under the State of Texas Education Region 4 that is able to leverage the purchasing potential of governmental entities in all 50 states, which means equal pricing for the smallest entity and the largest buyer. TCPN competitively bids and awards contracts to national suppliers in accordance with purchasing procedures mandated by state procurement laws and regulations. TCPN contracts are available for use, and benefit, public and private schools, colleges and universities, cities, counties, non-profits and all governmental entities. More information about TCPN can be found at [TCPN.org](http://TCPN.org).

## Contact Us

**Call your local Anixter office or send an e-mail to [anixter.TCPN@anixter.com](mailto:anixter.TCPN@anixter.com) for assistance. For immediate attention, call Paul Mentzer at 603.870.6515.**

**Be sure to mention the TCPN cooperative contract to take advantage of this opportunity.**

## Manufacturers

- Aastra
- ADC
- Aiphone
- Allied Telesis
- Altronix
- American Fibertek
- American Power Conversion (APC)
- Apollo
- Arecont
- Assa Abloy/HES
- Atlas Sound
- Axis Communications
- Belden
- Berk-Tek
- Bioscrypt/Morpho
- Blonder Tongue
- Bogen
- BoschBurgess Computer Decisions
- CBC-America
- CommScope
- Computlink
- Cooper B-Line
- Corning Cable Systems
- CPI - excluding software
- Ditek
- Dotworkz
- Endot
- Everfocus
- Fiber SenSys
- Firetide
- FLIR
- Fluke
- GAL-Tronics
- GE Security
- Geist
- General Cable
- Great Lakes
- Greenlee
- HID
- Hoffman
- Hubbell
- IFS
- Inova
- Inovonics
- Intransa
- JVC
- Kentrex
- Klein Tools
- Legrand/Cablofil
- Legrand/Otronics
- Legrand/Wiremold
- Leviton
- Liebert
- MaxCell
- Microteck
- Middle Atlantic
- Milestone
- Minuteman
- Mohawk
- NVT
- ONSSI
- ORION Images
- Panasonic
- Panduit
- Pelco
- Porta Systems
- PowerDsine
- Proxim
- Rittal
- S2
- Samsung
- Securitren
- Siemon
- Sony
- Speco
- Superior-Essex
- Talk-A-Phone
- Tantung
- Thomas & Betts
- TOA
- Totevision
- Transition Networks
- Triad
- Tripp Lite
- TE Connectivity
- TZ Praetorian
- Veracity
- Verint
- Videolarm
- Videotec
- Wheelock

Please call for any other manufacturers not listed above.



**Electrical and Electronic Wire & Cable • Enterprise Cabling & Security Solutions • Fasteners**

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Anixter is a leading global supplier of communications and security products, electrical and electronic wire and cable, fasteners and other small components. We help our customers specify solutions and make informed purchasing decisions around technology, applications and relevant standards. Throughout the world, we provide innovative supply chain management solutions to reduce our customers' total cost of production and implementation. A NYSE listed company, Anixter, with its subsidiaries, serves companies in more than 50 countries around the world. Anixter's total revenue approximates \$6.1 billion in 2011.

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TCPN

Posted 5/16/13

(The Cooperative Purchasing Network)

Sorted Alpha by Vendor

CONTRACT TITLE	VENDOR	End Date	Contract No.
Electric Vehicle Charging Stations (Installation and Repair)	350 Green	3/31/2015	R5124
Professional Development for Instructional Tech Services	A+ Educators, LLC	10/31/2013	R5102
Custodial and Related Services	ABM Janitorial Services, Inc.	7/31/2013	R5072
Software	Academic Superstore (Journey Ed/Digital River)	5/31/2014	R5016
Energy Procurement and Management Consulting Services	Acclaim Energy Advisors	5/31/2015	R5210
Facilities Management Software	Accruent, LLC	3/31/2015	R5131
Differentiated Literacy Instruction	Achieve 3000	7/31/2015	R5212
Public Insurance Adjustor	Adjusters International	2/28/2014	R4946
Managed Services, Including Payroll	ADP	4/30/2015	R5159
Energy Procurement and Management Consulting Services	AEG	5/31/2015	R5211
Financial Fuel Hedge Program for Transportation Fuel	Aegis Fuel Solutions	3/31/2014	R4951
HVAC Equipment, Refrigeration, Installation, Service, and Related Products - Weld Fume & Wood Dust Collection	Air Cleaning Solutions LLC	9/30/2013	R5043
Wireless Communications	Alliance Corporation	12/31/2013	R5063A
Furniture Office and Instructional	Allsteel	4/30/2014	R4971
Job Order Contracting (JOC) Services (TX)	Alpha Building Corporation	10/31/2013	R5078
Job Order Contracting (JOC) Supplemental Services (TX)	Altech, Inc.	4/30/2015	R5162
Cabling and Networking Products and Services	Alterman, Inc.	3/12/2015	R5135
Security Services	Alterman, Inc.	4/30/2015	R5179

Energy Performance Contracting Services	Ameresco, Inc.	2/28/2014	R5234
Alternative Student Transportation	American Logistics Company, LLC	12/31/2013	R5057
Cabling and Networking Products and Services	Anixter, Inc.	3/12/2015	R5136
Security Services	Anixter, Inc.	4/30/2015	R5166
Sports Surfaces, Installation and Related Material (National)	AstroTurf	5/31/2015	R5175
Performing Arts Apparel, Instruments, Equipment	Audio Dawg, The	10/31/2013	R4918
Technology Solutions	Audio Visual Aids	10/31/2013	R5104
Technology Solutions	Audio Visual Innovations	10/31/2013	R5105
Automotive Parts and Supplies	AutoZone	6/30/2013	R5165
Extra-Curricular and Physical Education Products and Services (Supplemental)	Barcelona Sporting Goods	6/30/2015	R5204
Job Order Contracting (JOC) Services (TX)	Basic IDIQ	10/31/2013	R5079
Playground Systems, Installation, Service and Related Items	BCI Burke Company, LLC	6/30/2015	R5199
Disaster Relief and Related Services, Emergency and Non-Emergency Projects	Belfor USA Group, Inc.	7/31/2013	R5036
Disaster Restoration and Recovery Services	Belfor USA Group, Inc.	8/31/2013	R5028
Books (Conventional Bound and eBooks) and Related Services	Best Buy for Business	7/31/2015	R5213
Mass Notification System Provider	Blackboard Connect, Inc.	4/30/2014	R4963
Disaster Restoration and Recovery Services	Blackmon Mooring Services, LTD / BMS CAT, Inc.	8/31/2013	R5029
Promotional Products	Brady Hull & Associates, L.C.	9/30/2013	R4950
Furniture (Supplemental)	Bretford Manufacturing, Inc.	1/31/2014	R4905
Furniture Office and Instructional	Brodart Co.	4/30/2014	R4974
Janitorial Supplies, Equipment, Maint. and Repair	Buckeye Cleaning Center	2/28/2014	R5118

Environmental Services	Building Abatement Demolition Company, Inc.	5/31/2014	R5067
Performance Evaluation System	Bullseye Evaluation	2/29/2016	R5240
Books (Conventional Bound and eBooks) and Related Services	Capstone	7/31/2015	R5214
Software	Carahsoft Technology Corp.	5/31/2014	R5011
Technology Solutions	CDWG	10/31/2013	R5106
Job Order Contracting (JOC) Services (TX)	Centennial Contractors	10/31/2013	R5080
Energy Performance Contracting Services	Chevron Energy Solutions	2/28/2014	R5235
Energy Procurement and Management Consulting Services	Choice Energy Services Retail, LP	5/31/2015	R5184
Assistive Technology	Christal Vision, Inc.	10/31/2013	R4890
Energy Performance Contracting Services	Climatec Building Technologies Group	2/28/2014	R5236
Software	CompassLearning	5/31/2014	R5012
Software	CompuCom	5/31/2014	r5013
Furniture Office and Instructional	Contrax Furnishings	4/30/2014	R4976
Facility Technology Integration	Convergint Technologies	6/30/2015	R5193
Security Services	Convergint Technologies	4/30/2015	R5167
Job Order Contracting (JOC) Services (TX)	CORE Construction, Inc.	10/31/2013	R5081
Architect and Engineering Services	Corgan Associates	3/31/2015	R5130
Job Order Contracting (JOC) Services (TX)	Corporate Facilities Management Services	10/31/2013	R5082
Technology Solutions	Counter Trade Products	10/31/2013	R5107
Books (Conventional Bound and eBooks) and Related Services	Cox Subscriptions, Inc.	7/31/2015	R5215
Furniture Office and Instructional	Coyote School Furnishings	4/30/2014	R4977

Extra-Curricular and Physical Education Products and Services (Supplemental)	Custom Sportswear Inc.	6/30/2015	R5208
Wellness Insurance Program	Cypress Associates Inc.	8/31/2015	R5222
Assistive Technology (Supplemental)	Cytek Media Systems, Inc.	2/28/2014	R4899
Graphing Calculators	D&H Distributing Company	6/30/2013	R4838
Scoreboards and Electronic Signs	Daktronics	6/30/2015	R5195
Professional Development for Instructional Tech Services	Data Projections	10/31/2013	R5103
Electrical Equipment Bulbs and Ballasts	Dealers Electrical Supply Co.	4/30/2014	R5062
Furniture Office and Instructional	DEMCO, Inc.	4/30/2014	R4978
Promotional Products	Detail Products, Inc.	9/30/2013	R4926
Assistive Technology	Don Johnston, Inc.	10/31/2013	R4891
Fencing Supplies and Services	Dow Pipe & Fence Supply	12/31/2013	R5115
Security Services	Dowley Security Systems	5/31/2015	R5182
Technology Solutions	DYMO / Mimio - A Newell Rubbermaid Company	10/31/2013	R5108
Job Order Contracting (JOC) Services (TX)	E Contractors USA	10/31/2013	R5084
Web Hosting and Related Services	eChalk, Inc.	2/28/2014	R4947
Janitorial Supplies, Equipment, Maint. and Repair	Ecolab Inc.	2/28/2014	R5119
Software	edmentum (formerly PLATO)	5/31/2014	R5019
Software	EDmin.com	5/31/2014	R5014
Technology Solutions	eInstruction Corporation	10/31/2013	R5109
Scoreboards and Electronic Signs	Electro-Mech	6/30/2015	R5196
Healthcare Fraud Detection	Emdeon (Envoy)	8/31/2013	R5075
Assistive Technology (Supplemental)	EnableMart	2/28/2014	R4900
Third Party Administration Svcs, Employee Health	Entrust, Inc.	4/30/2014	R4970

Benefits				
Building Protection Products	Evonik Degussa Corp.	3/31/2015	R5134	
Furniture Office and Instructional	Exemplis Corp (Ideon, Sit On It)	4/30/2014	R5003	
Web Hosting and Related Services	EZTASK, Inc. dba Net Start Web Services for Education	2/28/2014	R4948	
Job Order Contracting (JOC) Services (TX)	Facilities Sources (formerly Dura Pier)	10/31/2013	R5083	
Electrical Equipment Bulbs and Ballasts	Facility Solutions Group	4/30/2014	R5063	
MRO Equipment, Supplies and Related Items, Services	Fastenal	3/31/2014	R4952	
Sport Surfaces, AZ	FieldTurf USA, Inc.	5/31/2013	R5009	
Sports Surfaces, Installation and Related Material (National)	FieldTurf USA, Inc.	9/30/2013	R5223	
Data Storage and Document Imaging Solution	FileBanc LP	6/30/2013	R4840	
Assistive Technology	Flaghouse, Inc.	10/31/2013	R4892	
Fuel Card Services	FleetCor Technologies dba Fuelman	3/31/2015	R5127	
Professional Development and Comprehensive School Improvement	Flippen Group	5/31/2015	R5141	
Assistive Technology	Freedom Scientific	10/31/2013	R4893	
Performing Arts Apparel, Instruments, Equipment	Fruhauf Uniforms, Inc.	10/31/2013	R4920	
Custodial and Related Services	GCA K-12 Education Services, Inc.	7/31/2013	R5073	
Time Clock Software Systems	GHG Corporation	10/31/2013	R4888	
Education Consulting Services	Gibson Consulting Group	5/31/2014	R4871	
Office Supplies, Related Products and Office Services	Gonzalez Office Products	2/28/2014	R4942	
Automotive Tires	Goodyear Tire & Rubber Company, The	1/31/2014	R4937	
Technology Solutions	GovConnection	10/31/2013	R5110	

Civil Servant and Public Safety Supplies, Materials and Accessories	Grainger	6/30/2015	R5209
MRO Equipment, Supplies and Related Items, Services	Grainger	3/31/2014	R4953
Boiler Load Optimization Controllers	Greffen Systems, Inc.	5/31/2014	R5066
Modular Buildings and Portable Classrooms (Supp)	Ground Force Building Systems LLC	6/30/2013	R5069
Playground Systems, Installation, Service and Related Items	Grounds for Play	6/30/2015	R5200
Furniture Office and Instructional	Gunlocke Company LLC, The	4/30/2014	R4981
Office Supplies, Related Products and Office Services	Hallmark Office Products	2/28/2014	R4943
Managed Print Solutions	Hewlett-Packard	2/29/2016	R5242
Furniture, Office, and Instructional	HON Company	4/30/2014	R4982
Assistive Technology	HumanWare	10/31/2013	R4894
Job Order Contracting (JOC) Supplemental Services (TX)	Hunt & Associates (Region 1 & 20)	4/30/2015	R5163
Video Conferencing Equip. and Services	I-2-I Technologies	7/31/2013	R4850
Wireless Communications	IBM	12/31/2013	R5064A
Employer Identity Theft Program	idt Compliance Solutions	11/30/2013	R5117
Data Storage and Document Imaging Solution	ImageNet (formerly DynaSource)	6/30/2013	R4844
Fuel Card Services (Supplemental)	Impac Fleet (Fleetcard, Inc. dba FleetSource)	9/30/2013	R4885
Healthcare Fraud Detection	IMS Government Solutions	8/31/2013	R5076
Furniture Office and Instructional	Indiana Furniture	4/30/2014	R4983
Facilities Management Software	ISM Services	3/31/2015	R5132
Furniture Office and Instructional	Izzy + (JSJ Furniture)	4/30/2014	R4988
Job Order Contracting (JOC) Services (TX)	Jamail & Smith Construction	10/31/2013	R5086

Furniture Office and Instructional	Jasper Library Furniture	4/30/2014	R4985
Furniture Office and Instructional	JSI and Community/ Jasper Seating	4/30/2014	R4987
Solution to Build Stakeholder Engagement in Public Schools	K12 Insight	4/30/2015	R5160
Advanced Placent Test Prep Programs	Kaplan; K12 Learning Services	4/30/2015	R5161
Furniture Office and Instructional	Kay Davis Associates LLC	4/30/2014	R4989
Job Order Contracting (JOC) Services (TX)	Kellogg Brown & Root	10/31/2013	R5087
Books (Conventional Bound and eBooks) and Related Services	Keystone Books & Media	7/31/2015	R5217
Extra-Curricular and Physical Education Products and Services (Supplemental)	Kimmel Athletic Supply	6/30/2015	R5205
Professional Development and Comprehensive School Improvement	Knowledge Delivery Systems	5/31/2015	R5142
Heavy Construction and Utility Equipment	Komatsu America Corp	8/31/2013	R5039
Copiers and Printers	Konica Minolta (Office Equipment Center)	5/31/2014	R5007
Playground Systems, Installation, Service and Related Items	Krauss Craft, Inc.	4/30/2014	R4967
Playground Systems, Installation, Service and Related Items	Krauss Craft, Inc.	6/30/2015	R5201
Copiers and Printers	Kyocera Mita America, Inc.	5/31/2014	R5006
School Supplies and Related Education Products	Lakeshore Learning Materials	1/31/2014	R4931
Playground Systems, Installation, Service and Related Items	Landscape Structures Inc.	6/30/2015	R5202
Facility Technology Integration	Lantek Communications	6/30/2015	R5192
Cabling and Networking Products and Services	Layer 3 Communications	3/12/2015	R5137
Software	LearnKey	5/31/2014	R5017

Books (Conventional Bound and eBooks) and Related Services	Lektro, Inc. dba Escue & Associates	7/31/2015	R5216
Auctioneer Services	Lemons Auctioneers dba Online Pros	1/31/2014	R4939
Security Services (Supplemental)	Lensec	2/28/2014	R5230
Photography Services	Lifetouch National School Studios, Inc.	4/30/2014	R5000
Assistive Technology (Supplemental)	Lightspeed Technologies, Inc.	2/28/2014	R4901
Job Order Contracting (JOC) Supplemental Services (TX)	Lloyd Plyler Construction (Region 8 & 9)	4/30/2015	R5164
Software	Logisoft Computer Products LLC	5/31/2014	R5018
Auctioneer Services	Lone Star Auctioneers, Inc.	1/31/2014	R4940
MRO Equipment, Supplies and Related Items, Services	Lowe's Home Centers, Inc.	3/31/2014	R4954
Job Order Contracting (JOC) Services (TX)	LVI Facility	10/31/2013	R5088
Technology Solutions	M&A Technology	10/31/2013	R5111
Books (Conventional Bound and eBooks) and Related Services	Mackin Educational Resource	7/31/2015	R5218
Assistive Technology (Supplemental)	Magnified Vision, Inc.	2/28/2014	R4902
Public Insurance Adjustor	Marsh USA, Inc.	1/31/2014	R4935
Extra-Curricular and Physical Education Products and Services (Supplemental)	Maverick Recognition	6/30/2015	R5206
Security Services (Supplemental)	Micro Integration	2/28/2014	R5231
Energy Performance Contracting Services	MidState Energy	2/28/2014	R5237
Energy Performance Contracting Services (AZ)	MidState Energy	6/30/2015	R5189
Performance Based Maintenance	MidState Energy	3/31/2015	R5157
Job Order Contracting (JOC) Services (TX)	Millennium Project Solutions	10/31/2013	R5089
Sports Surfaces, Installation and Related Material	Millennium Project Solutions	5/31/2015	R5177

(National)

Job Order Contracting (JOC) Services (TX)	Mirador Enterprises, Inc.	10/31/2013	R5090
Disaster Restoration and Recovery Services	Mooring Recovery	8/31/2013	R5032
Transparently Priced Electric Power	MP2 Energy Texas LLC	8/31/2013	R5038
Performing Arts Apparel, Instruments, Equipment	Music & Arts	10/31/2013	R4921
Food Service Equipment	National Restaurant Supply Co., Inc.	10/31/2013	R4889
Digital Media	NBC Learn	12/31/2013	R5062A
Cabling and Networking Products and Services	Need These	3/12/2015	R5138
Cabling and Networking Products and Services	NetVersant Solutions II, LLC	3/12/2015	R5139
Security Services	Network Cabling Services	4/30/2015	R5168
Furniture Office and Instructional	Norix Group, Inc.	4/30/2014	R4991
Job Order Contracting (JOC) Services (TX)	Nouveau Construction and Technology Services	10/31/2013	R5091
Janitorial Supplies, Equipment, Maint. and Repair	Office Depot	2/28/2014	R5120
Office Supplies, Related Products and Office Services	Office Depot	7/8/2014	R5023
Managed Print Solutions	Office Depot Office Depot MPS	2/29/2016	R5243
Facility Technology Integration	OpTerra Energy (Energy Controls)	6/30/2015	R5194
Job Order Contracting (JOC) Services (TX)	P2MG	10/31/2013	R5092
Modular Buildings and Portable Classrooms (Supp)	Palomar Modular Buildings, LLC	6/30/2013	R5070
Furniture Office and Instructional	Paragon Furniture, LP	4/30/2014	R4992
Managed Print Solutions	Pitney Bowes	2/29/2016	R5244
Playground Systems, Installation, Service and Related Items	Play & Park Structures	4/30/2014	R4968
Playground Systems, Installation, Service and Related Items	Play & Park Structures	6/30/2015	R5203

Technology Solutions	Promethean, Inc.	10/31/2013	R5112
Office Supplies, Related Products and Office Services	Quill Corporation	2/28/2014	R4945
HVAC Equipment, Refrigeration, Installation, Service, and Related Products	RDI Mechanical, Inc.	9/30/2013	R5054
Healthcare Fraud Detection	Reflective Medical	8/31/2013	R5077
Disaster Restoration and Recovery Services	Restoration Specialists	8/31/2013	R5033
Job Order Contracting (JOC) Services (TX)	Restoration Specialists	10/31/2013	R5094
Software	Rosetta Stone Ltd.	5/31/2014	R5020
Digital Media	SAFARI Montage	12/31/2013	R5061A
Trenchless Technology Rehabilitation and Related Items and Services	SAK Construction	3/31/2015	R5143
Extra-Curricular and Physical Education Products and Services	Samson Equipment	4/30/2015	R5172
Modular Aluminum Walkway Systems	Sapa Extrusions	2/28/2014	R5233
Furniture Office and Instructional	Saxton Bradley, Inc.	4/30/2014	R5002
Bulk Fuel and Fuel Related Products and Services	SC Fuels (Southern Counties Oil Co.)	2/28/2014	R5060
Energy Performance Contracting Services	Schneider Electric	2/28/2014	R5238
Facility Technology Integration	Schneider Electric	6/30/2015	R5191
Security Services	Schneider Electric	4/30/2015	R5169
Books (Conventional Bound and eBooks) and Related Services	Scholastic Library Publishing	7/31/2015	R5219
Furniture (Supplemental)	School Source, Inc. dba Premier Equipment Sales, Inc.	1/31/2014	R4912
Extra-Curricular and Physical Education Products and Services (Supplemental)	School Specialty	6/30/2015	R5207
School Supplies and Related Education Products	School Specialty	1/31/2014	R4930

Facilities Management Software	SchoolDude.com	3/31/2015	R5133
Public Insurance Adjustor	Scott M. Favre, Public Insurance Adjuster, LLC	1/31/2014	R4936
Environmental Services	Separation Systems Consultants, Inc.	5/31/2014	R5068
Disaster Restoration and Recovery Services	ServPro of The Woodlands / Conroe	8/31/2013	R5034
Video Conferencing Equip. and Services	SKC Communications, Inc.	7/31/2013	R4849
Data Storage and Document Imaging Solution	Smartfiles	6/30/2013	R4842
Performing Arts Apparel, Instruments, Equipment	SoundTree	10/31/2013	R4922
Bulk Fuel and Fuel Related Products and Services	Southeast Vocational Alliance	2/28/2014	R5061
HVAC Lubricants	Southeast Vocational Alliance	2/28/2014	R5058
Scoreboards and Electronic Signs	Spectrum Corporation	6/30/2015	R5198
Custodial and Related Services	SSC Service Solutions	7/31/2013	R5074
Job Order Contracting (JOC) Services (TX)	Sterling Structures, Inc.	10/31/2013	R5095
Energy Procurement and Management Consulting Services	Summit Energy Services	5/31/2015	R5185
Equipment and Tool Rental Services	Sunbelt Rentals, Inc.	10/31/2013	R5053
Sports Surfaces, Installation and Related Material (AZ)	Sunland Asphalt	9/30/2013	R5225
Sports Surfaces, Installation and Related Material (National)	Sunland Asphalt	5/31/2015	R5178
Books (Conventional Bound and eBooks) and Related Services	Superior Text	7/31/2015	R5220
College Readiness Program	SureScore	7/31/2013	R4846
Job Order Contracting (JOC) Services (TX)	T.F. Harper	10/31/2013	R5096
Commercial Floor Covering Systems	Tandus Flooring US LLC	7/31/2013	R4882
Transportation and Traffic Support Systems and Products	TAPCO	4/30/2015	R5171

Retirement and Ancillary Employee Benefit Products	TCG Consulting, LP	7/31/2013	R4845
HVAC Equipment, Refrigeration, Installation, Service, and Related Products	TDIndustries	9/30/2013	R5055
Performance Evaluation System	Teachscape	2/29/2016	R5241
Furniture Office and Instructional	TEC Furnishings	4/30/2014	R4994
Technology Solutions	Tech Depot	10/31/2013	R5113
Mass Notification System Provider	TeleParent Educational Systems	4/30/2014	R4965
Cabling and Networking Products and Services	Telephonics Unlimited Inc.	3/12/2015	R5140
Demographic Study Services	Templeton Demographics	7/31/2013	R5027
Furniture Office and Instructional	Tesco Industries, LP	4/30/2014	R4995
Disaster Restoration and Recovery Services	Texas General Contractors, Inc.	8/31/2013	R5035
Playground Systems, Installation, Service and Related Items	TFH USA LTD	4/30/2014	R4969
Performing Arts Apparel, Instruments, Equipment	The Tuba Exchange, Inc.	10/31/2013	R4923
Elevator Products and Services etc	ThyssenKrupp Elevator Corporation	9/30/2013	R5042
Time Clock Software Systems	Time Clocks Plus	10/31/2013	R4887
Assistive Technology (Supplemental)	Tobii ATI	2/28/2014	R4904
Job Order Contracting (JOC) Services (TX)	Tommy Klein Construction	10/31/2013	R5097
Extra-Curricular and Physical Education Products and Services	Total Strength & Speed	4/30/2015	R5173
Energy Procurement and Management Consulting Services	Tradition Energy	4/30/2015	R5174
Energy Performance Contracting Services	Trane	2/28/2014	R5239
Energy Performance Contracting Services (TX)	Trane	5/31/2015	R5183
HVAC Equipment, Refrigeration, Installation, Service, and Related Products	Trane	9/30/2013	R5045

Software	Triumph Learning LLC (formerly Educational Tools, Inc.)	5/31/2014	R5015
Technology Solutions	Troxell Communications	10/31/2013	R5114
Procurement Cards and Related Services	U.S. Bank	3/31/2015	R5125
Procurement Cards and Related Services	UMB Bank, N.A.	3/31/2015	R5126
Electrical Equipment Bulbs and Ballasts	USA Promlite Technology Inc.	4/30/2014	R5064
Trenchless Technology Rehabilitation and Related Items and Services	Utility Services Authority, LLC	3/31/2015	R5144
Job Order Contracting (JOC) Services (TX)	Vaughn Construction	10/31/2013	R5098
Furniture Office and Instructional	Versteel	4/30/2014	R4996
Furniture Office and Instructional	Virco, Inc. dba Virco Sales Corporation	4/30/2014	R4999
Job Order Contracting (JOC) Services (TX)	Vistacon General Construction	10/31/2013	R5099
Electrical Equipment Bulbs and Ballasts	Voss Lighting	4/30/2014	R5065
Furniture Office and Instructional	VS America, Inc.	4/30/2014	R4997
Video Conferencing Equip. and Services	Vyopta, Inc.	7/31/2013	R4847
Job Order Contracting (JOC) Services (TX)	W. Murray Thompson Construction Co., Inc.	10/31/2013	R5100
RFID Equipment and Software for Security	Wade / Garcia & Associates	8/31/2013	R4916
Performing Arts Apparel, Instruments, Equipment	Washington Music Center, Inc.	10/31/2013	R4924
Wireless Communications	WAV, Inc.	12/31/2013	R5065A
Job Order Contracting (JOC) Services (TX)	Weatherproofing Technologies	10/31/2013	R5101
Performing Arts Apparel, Instruments, Equipment	Wenger Music Company	10/31/2013	R4925
Fencing Supplies and Services	Western Fence Co., Inc.	12/31/2013	R5116
Modular Buildings and Portable Classrooms (Supp)	Williams Scotsman, Inc.	6/30/2013	R5071
Books (Conventional Bound and eBooks) and Related	World Book, Inc.	7/31/2015	R5221

Services			
Security Services (Supplemental)	Wren Solutions	2/28/2014	R5232
Security Services	Wunderlich-Malec Systems	4/30/2015	R5170
Copiers and Printers	Xerox Corporation	5/31/2014	R5008
Fine Paper	Xerox Corporation	12/31/2013	R4929
Managed Print Solutions	Xerox Corporation	2/29/2016	R5245
Data Storage and Document Imaging Solution	Xiotech Corporation	6/30/2013	R4843

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