CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES (2009-2014)
TOSHIBA AMERICA INFORMATION SYSTEMS, INC.
MASTER PRICE AGREEMENT
CONTRACT B27176

1. Scope:

This Participating Addendum covers the purchase of all Computer Equipment, Software, Peripherals and Related Services for all California political subdivisions/local governments. A subdivision/local government is 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. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.

STATE AGENCIES ARE RESTRICTED FROM USING THIS CONTRACT IN ACCORDANCE WITH MANAGEMENT MEMO 05-11, EXCEPT FOR THOSE CATEGORIES NOT OFFERED UNDER CALIFORNIA STRATEGIC SOURCING INITIATIVE (CSSI) CONTRACTS FOR IT HARDWARE: PC GOODS AND ENTERPRISE, SERVERS AND STORAGE PRODUCTS.

THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN TOSHIBA, AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, TOSHIBA AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. TOSHIBA, AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES

2. Leasing

Funding to purchase or lease products available under this contract may be available to State agencies via the GS $Mart (purchases) or Lease $Mart program. For small dollar transactions where GS $Mart or Lease $Mart isn't available, local agencies are able to take advantage of leasing options in the original (Minnesota) contract.

3. Changes:

Changes to the terms and conditions of the signed Master Price Agreement and Participating Addendum are as follows:

a. The California General Provisions (CAGP) **(GSPD-401IT based on April 12, 2007 standard)** for Western States Contracting Alliance (WSCA) Computer Equipment, Software, Peripherals and Related Services as attached become a part of this Participating Addendum.

b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA State of Minnesota, Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets.

c. The State of California will retain the same contract number as the State of Minnesota, Master Price Agreement number, B27176.

d. State of Minnesota, Master Price Agreement cover page, is hereby modified as follows: "Original Award Date" changed to "Effective Date 2/8/2010".

e. Replace "State of Minnesota." with "State of California." where "State of Minnesota" is referenced in the State of Minnesota Terms and Conditions.

f. Delivery:

As negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

g. DGS Termination of Contract:

The State may terminate this contract at any time upon 30 day prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

h. Reports & Administrative Fee:

Contractor shall submit report to the California Contract Administrator for all California purchases providing the following information:

Agency Name	Agency Contact Name
Purchase Order Number	Agency Address
Purchase Order Date	Agency Telephone Number
Total Purchase Order Amount	Total Dollars for the quarter
WSCA Administrative Fee Dollar Amount	

The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period. This fee shall be included as an adjustment to contractors WSCA pricing and not invoiced or charged to the purchasing entity.

Payment of the administrative fee by Contractor due irrespective of status of payments on orders from users to Contractor.

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

Calendar Quarter 1	(JUL 1 to SEP 30)	Due OCT 31
Calendar Quarter 2	(OCT 1 to DEC 31)	Due JAN 31
Calendar Quarter 3	(JAN 1 to MAR 31)	Due APR 30
Calendar Quarter 4	(APR 1 to JUN 30)	Due JUL 31

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike
Department of General Services
Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202, West Sacramento, CA 95605-2811

h. The primary state government contact for this Participating Addendum is as follows:

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Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202
West Sacramento, CA 95605

Contact: Cynthia Okoroike
E-mail: cynthia.okoroike@dgs.ca.gov
Phone: (916) 375-4389
Fax: (916) 375-4663

i. The primary Toshiba America Information Systems, Inc. CUSTOMER contact for this Participating Addendum is as follows:

Toshiba America Information Systems, Inc.

Address: 9740 Irvine Blvd.
Irvine, CA 92648

Contact: Jeff Ballard

E-Mail: jeff.ballard@tais.toshiba.com

Phone: 949/461-4692

Fax: N/A

j. Price Agreement Number:

The Master Price Agreement number for the Participating State is B27176. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Master Price Agreement.

This Addendum and the Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

k. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State

amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

I. Servicing Subcontractors:

All contractors authorized business partners listed on the state's landing page on this website http://store.toshiba.com/wsca-ca .

All orders are to be issued directly to: Either Contractor or any Contractor authorized business partners listed on the state's landing page on the above website.

And all payments are to be issued to: Either Contractor or any Contractor authorized business partners listed on the state's landing page on the above website.

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: [insert appropriate number]; and the Master Price Agreement Number: B27176

By Signing below Toshiba America Information Systems, Inc. agrees to offer the same products/and or services as on the State of Minnesota B27176 at prices equal to or lower than the prices on this contract.

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

State of California:		Toshiba America Information Systems, Inc.	
By:	S Ellsworth for	By:	
Name:	Jim Butler	Name:	JEFF S. BARNEY
Title:	Deputy Director	Title:	VP & GM
Date:	11/23/09	Date:	11/12/09