

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBERB27175**

Between

Sun Microsystems, Inc.

[hereinafter "Contractor"]

and

State of Nevada

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

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**1. Scope:**

This Participating Addendum adds the State of Nevada as a Participating State to purchase Computer Equipment, Peripherals and Related Services from the WSCA/NASPO 2009-2014 PC Contracts led by the State of Minnesota; specifically WSCA Master Agreement B27175 with Sun Microsystems. All governmental entities within the State of Nevada including all State Agencies, the Nevada System of Higher Education, the Court System, the Legislative Counsel Bureau and all Political Subdivisions within the State of Nevada are authorized to purchase computer equipment, peripherals and related services. This Participating Addendum does NOT include the purchase of Microsoft products other than operating system software; or, any licensed server software not installed on a server or SAN Equipment. Individual units/configurations for servers and storage (SAN's etc.) are not to exceed \$300,000 each; desktop per units/configurations are not to exceed \$100,000; printer per units/configurations shall not exceed \$50,000 each. Equipment shall be defined as workstations, desktops, laptops (including Tablet PC's and 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 under this Participating Addendum, except for whiteboards which can be sold as part of the Instructional Bundles but not as a stand-alone item.

**2. Participation:**

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**3. Changes:**

No changes are required.

**4. Purchase Orders:**

Orders for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with the terms of the Master Price Agreement and invoices shall be submitted to Nevada State Purchasing for payment. Invoices and all correspondence related to an

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individual order will reflect the purchase order number issued by Nevada State Purchasing. With the exception of computers, laptops, storage devices or any equipment utilizing hard drives, orders under \$5,000.00 (effective October 1, 2009) may be placed direct by a using entity to the contract vendor.

**5. Lease Agreements:**

Equipment lease agreement terms and conditions included in the Master Price Agreement are NOT approved for use by the State of Nevada.

**6. Primary Contacts:**

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Bernadette Kopischke  
Address: 50 Sherburne Ave., 112 Admin Bldg, St Paul, MN 55155  
Telephone: (651) 201-2450  
Fax: (651) 297-3996  
E-mail: [bernie.kopischke@state.mn.us](mailto:bernie.kopischke@state.mn.us)

ContractorFor Contract Matters

Name: Jack Nichols  
Title: Manager, Contracts  
Address: 7900 Westpark Drive  
Southfield, MI 48075  
Telephone: (703) 204-4108  
Fax: (703) 208-5830  
E-mail: [jack.nichols@Sun.com](mailto:jack.nichols@Sun.com)

For Program Matters

Name: Chris Reaume  
Title: WSCA Program Manager  
Address: 1000 Town Center, Ste. 1700 McLean, VA 22102  
Telephone: (248) 412-4067  
Fax: (248) 412-4067  
Email: [christopher.reaume@Sun.com](mailto:christopher.reaume@Sun.com)

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Participating State:

Name: Marti Marsh  
Address: 515 East Musser St., Ste 300, Carson City, NV 89701  
Telephone: (775) 684-0180  
Fax: (775) 684-0188  
E-mail: [mmarsh@purchasing.state.nv.us](mailto:mmarsh@purchasing.state.nv.us)

**7. Servicing Subcontractors:**

Sun Resellers are eligible to support this Participating Addendum. Resellers are authorized to perform all aspects of the WSCA Contract and this Participating Addendum including taking Purchase Orders direct, fulfilling Purchase Orders, invoicing and receiving payment from Ordering Activities. As the holder of the WSCA Master Price Agreement (MPA) and the Participating Entity's Addendum, Sun is responsible for any reports and/or fees that are required per the terms of the MPA and the Participating Entity as set forth above.

**All contractor authorized business partners are listed on the state's landing page on this website [www.sun.com/wsc](http://www.sun.com/wsc)**

The terms of the Master Price Agreement shall apply each time Customer engages Contractor to provide services.

All onsite Services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by state agencies will require the implementation of an Independent Contract for Services per NRS 333, NAC 333 and SAM 0300.

**8. Orders and Payments:**

Unless otherwise identified under Paragraph 7 above, orders and payments may be made directly to Sun:

**A. Orders are to be submitted to:**

Sun Microsystems, Inc.  
4150 Network Circle  
Santa Clara, CA 95054  
Fax: 510-217-4296  
E-mail: [edu-csr@Sun.com](mailto:edu-csr@Sun.com)

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B. Payments (Participating Entity is to select the payment address closest to its location:

Sun Microsystems, Inc.  
c/o Bank of America San Francisco  
Dept. 1489  
P.O. Box 61000  
San Francisco, CA 94161

**All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Master Price Agreement Number: B27175**

**9. Evaluation Equipment**

If the Contractor, by mutual agreement with the Participating Entity, wishes to allow the use of equipment for the purposes of evaluation prior to purchase, these "try and buy" acquisitions must be approved in writing by the Budget Division and the Purchasing Division prior to the evaluation period per SAM 1511.0 (5). Final purchases of the equipment shall comply with the terms of the Master Price Agreement and Participating Addendum.

**8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services. Contractor is not responsible to report any ARRA funded orders to the ordering entity unless the Contractor has been informed as required above.

This Addendum and the Master Price Agreement together with its exhibits, 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 Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, 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 Master Price Agreement and its

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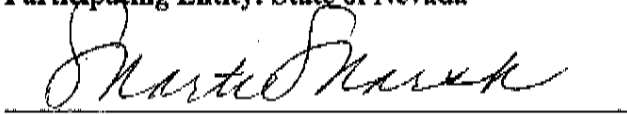
State of Nevada

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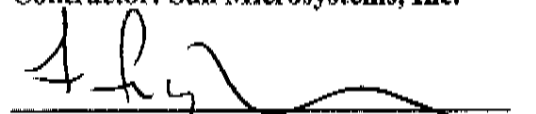
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exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

**Participating Entity: State of Nevada**

Name: Marti Marsh  
Title: Purchasing Officer  
Date: December 15, 2009

**Contractor: Sun Microsystems, Inc.**

Name: F. Craig Reichenbach  
Title: Director  
Date: 12/16/09



**WCSA/NASPO PC Contract Administration**

112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155  
Fax: 651-297-3996, TTY: MN Relay Service 1-800-627-3529  
<http://www.mmd.admin.state.mn.us/wsca/wsca.htm>

**INTENT TO PARTICIPATE  
WCSA/NASPO PC CONTRACTS 2009-2014**

- 2. The State-specific terms and conditions that will govern orders placed within the Participating State, or other significant terms and conditions that may be required on the Participating Addendum.
- 3. Any participant specific data on purchases of these commodities, that were made outside of or in addition to purchases made under the WCSA/NASPO PC Contract 2004-2009.

**PARTIES TO THIS AGREEMENT**

The parties to this Agreement have affixed their signatures below in witness and in execution of this Intent to Contract,

Participating State: NEVADA  
This 7<sup>th</sup> day of May, 2008.

Greg Smith  
Printed Name and Title (State Chief Procurement Official or delegated alternate)

Greg Smith  
Signature

MMD for WCSA/NASPO:  
This 15<sup>th</sup> day of MAY, 2008.

Paul Stembler, WCSA/NASPO PC Procurement Manager, for MMD and WCSA/NASPO

Paul Stembler

An executed copy of this intent to participate will be returned to the Participating State.