



WSCA/NASPO 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>

**AMENDMENT NUMBER: 1
TO CONTRACT NUMBER: B27175**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Sun Microsystems Inc., 4150 Network Circle, Santa Clara, CA 95054 ("Contractor") (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27175, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment, peripherals and related services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Section 3. Title Passage is changed to read:

The Contractor must pass unencumbered title to any and all products purchased under this Contract upon delivery to 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 licensors, 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

Section 6.b.2. Payment of Invoice is changed to read:

For Minnesota, per Minn. Stat. § 16A.124 payment shall be made within 30 days following receipt of an undisputed invoice, Product or Service, whichever is later. For other Purchasing Entities, payment of invoice is 30 days from date of invoice. The ordering entity is not required to pay the Contractor for any products and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all products 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".

Section 10.A. Shipment and Risk of Loss is changed to read:

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 delivery. Delivery of the product does not relieve the Contractor of responsibility for latent defects, fraud and Contractor's warranty obligations.

Section 29.B. Website Maintenance is changed to read:

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. Contractor's website will accept quote requests that will be forwarded and processed through internal quoting organization. The quoting organization shall have the ability to hold quotes for 45 days, as well as the ability to change the quote.



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Section 45.C.5 Default and Remedies is changed to read:

Charge the defaulting Contractor the full increase in cost and administrative handling to purchase the product or service from another Contractor. Costs will be limited to two times the value of the order but in no event more than the financial liability set forth in Section 24. Administrative handling is defined as including but not limited to the time required to cancel the previous order including defaulting the vendor, research an alternate product, obtain a price, and order the product.

This Amendment is effective beginning on September 1, 2009, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until August 31, 2012 or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. SUN MICROSYSTEMS INC.

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

By:

Title:

Date:

2. LEAD STATE

MATERIALS MANAGEMENT DIVISION

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

By:

Title: Acquisition Management Specialist

Date:

By:

Title:

Date:

3. LEAD STATE

COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By:

Date: