



TOWN OF GREENWICH

Purchasing Department (203) 622-7881 Fax: (203) 622-7776
Town Hall • 101 Field Point Road • Greenwich, CT 06830
E-Mail: purchasing@greenwichct.org

March 15, 2005

IBM Corporation
4263 Commercial St., SE, Suite 100
Salem, OR 97302

Attention: Mr. James Schroeder

Re: WSCA Participating Addendum for the Town of Greenwich

Dear Mr. Schroeder:

I am enclosing with this letter two originals of the IBM Participating Addendum for the WSCA Agreement.

Would you please sign both documents and send one original back to me for my files. Should one copy be forwarded to the State of Minnesota for their records?

Thank you very much for your assistance.

Sincerely,

Joan T. Sullivan
Director of Purchasing & Administrative Services

JS:si
Encl.

PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

MASTER PRICE AGREEMENT

IBM Corporation

Number A63311

FOR THE TOWN OF GREENWICH, CONNECTICUT TO BE A PARTICIPATING ENTITY

1. Scope

This Participating Addendum adds the Town of Greenwich, Connecticut ("Town") as a Participating Entity to purchase from Western States Contracting Alliance ("WSCA") Master Price Agreement Number A63311 ("Master Price Agreement") with IBM Corporation ("Contractor"). All governmental entities within the Town including all agencies, departments, public schools and libraries are authorized to purchase and lease computer equipment, software, peripherals and related services under the Master Price Agreement.

2. Changes:

It is understood by the parties that the abbreviation "PSS" within the Master Price Agreement stands for "Products and Services Schedule Prices" defined therein.

3. Primary Contact:

The primary participating entity contact for this participating addendum is as follows:

Name:	Joan Sullivan, Director of Purchasing
Participating Entity Name:	Town of Greenwich, CT
Address:	101 Field Point Road, CT 06824
Telephone:	1(203) 622-7884
Fax:	1(203) 622-7776
E-mail:	jsullivan@greenwichct.org

The primary Contractor contact for this participating addendum is as follows:

Name:	James Schroeder
Contractor:	IBM Corporation
Address:	4263 Commercial St., SE, Suite 100, Salem, OR 97302
Telephone:	1(503) 399-3825 (TL284)
Fax:	1(503) 399-3793 (TL284)
E-mail:	jschroed@us.ibm.com

4. Servicing Subcontractors:

Only those IBM Business Partners authorized by IBM, as listed on the IBM WSCA/NASPO website, are eligible to support the IBM WSCA/NASPO Master Price Agreement. IBM Business Partners are only authorized to quote to the Participating Entity the products and pricing specified by IBM for the WSCA/NASPO Master Price Agreement. Eligible products include ThinkCentre commercial desktop systems, ThinkPad notebooks, ThinkVision Products, IBM options, and Express Models, eServer xSeries and IntelliStation Products.

All Participating Entity orders and payments are to be issued directly to IBM. Each Purchase Order, at the time of order placement, must include the quoting Business Partner's Location ID (LOCID), if a Business Partner has been used, and must identify the WSCA/NASPO Master Price Agreement number. Inclusion of the LOCID on the Purchase Order will result in a fee payment to the Business Partner. Such fee payment will not affect the pricing specified in the WSCA/NASPO Master Price Agreement.

IBM may add or delete eligible Products upon 30 days' written notice to the Participating Entity, and written approval by the Participating Entity. IBM may also add or delete eligible Business Partner authorizations at its discretion with 30 days written notice to the Participating Entity. Business Partner changes will be posted to the WSCA/NASPO website 30 days after the date of notification.

All orders are to be issued directly to:
IBM Corporation
Western States Contracting Alliance
WSCA-YE085
7100 Highlands Parkway
Smyrna, GA 30082

And all payments are to be issued to:
IBM Corporation
POBox 945684
Atlanta, GA 30394-5684

This Addendum and the 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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Signatures as required by State Statutes, Rules or Policies

(Participating Entity Name)

IBM Corporation

Signed: Joan Sullivan

Signed: [Signature]

Printed Name: JOAN SULLIVAN

Printed Name: GERALD A. BASEL

Title: DIRECTOR OF PURCHASING-
TOWN OF GREENWICH, CT

Title: IBM CLIENT EXECUTIVE

Date: 3/15/05

Date: 4/12/05