IDAHO

Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Computer Equipment, Peripherals & Related Services: Lenovo

Contract Number: PADD15201139

Contract Value this Extension: $300,000.00 USD

Total Contract Value: **$13,800,000.00 USD**

Purchase Order Date: 03/23/2020

Contract Term: **04/01/2020 – 07/31/2021**

Submitted By: Kaylee Starman

Supplier

LENOVO (UNITED STATES) INC.
800 N. Frederick Avenue
Gaithersburg, MD, 11001

Phone: +1 301-240-2838
Fax: +1 301-240-2550
Email: drdoane@us.lenovo.com

Shipping Details

Ship FOB: Destination, Prepaid

Shipping Instructions: per agency order

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations See
Below for Details on
Specific Locations
Various, Idaho 83702

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

Ship to Ordering
Agency

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum
PADD15201139 Change Order 3

This PADD is for Computer Equipment, Peripherals, and Related Services for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, is extended for an additional period of time, as provided above, and amended pursuant to Amendment 2, attached. All terms and conditions contained in the Contract shall remain in full force and effect; except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment No. 2 to extend Minnesota Agreement No. MNWNC-117 and Amendment 2 are attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original PADD: 07/01/2015-03/31/2017 $10,500,000.00

Change Order 1: 07/01/2015-03/31/2017 $0.00

Change Order 1: 4/1/2017-3/31/2020 $3,000,000.00

This Extension: 4/1/2020 – 07/31/2021 $300,000.00

Total PADD Value: $ 13,800,000.00.00

Special Instructions:

Internal Comments:

Signature : Kaylee Starman

Signed By :

AMENDMENT NO. 2 TO CONTRACT MNWNC-117

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Lenovo (United States), Inc., 1009 Think Place, Morrisville, NC 27560 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-117, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Desktops, Laptops, and Tablets, including Related Peripherals and 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; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

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

1. That Contract No. MNWNC-117 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the 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. LENOVO (UNITED STATES), INC. The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. By: _____ Signature Darren Estridge Printed Name Title: Executive Director Lenovo Government Date: 11.13.19 By: _____ Signature _____ Printed Name Title: _____ Date: _____	**2. OFFICE OF STATE PROCUREMENT** In accordance with Minn. Stat. § 16C.03, subd. 3. By: _____ Title: Acquisition Management Specialist Date: 11/14/2019 **3. COMMISSIONER OF ADMINISTRATION** Or delegated representative. By: _____ Date: 11/14/2019

IDAHO

State of Idaho

CHANGE ORDER - 02

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	PADD15201139
Account Number:	AC-1
Revision Number:	02
Change Order Date:	March 30, 2017
Service Start Date:	July 1, 2015
Service End Date:	March 31, 2020
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	PADD15201139 Amd 1.pdf : MA Extension Lenovo.pdf : ChangeLog.htm :Purchase Order Change

Supplier

Melissa Freeman
LENOVO (UNITED STATES) INC.
1009 ThinkPlace
Morrisville, NC 27560
Phone: 919-294-0609

Fax: 919-257-4987

Email: mautrey@lenovo.com

Buyer Contact

Stephanie Wildman
Tel:208-332-1611
Fax: 208-327-7320
Stephanie.Wildman@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Instructions

PADD15201139 Change Order 2

This PADD is for Computer Equipment, Peripherals, and Related Services for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, is renewed for an additional period of time, as provided above, and amended pursuant to Amendment 1, attached. All terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment to extend Minnesota Agreement No. MNWNC-117 and Amendment 1 are attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original PADD: 07/01/2015-03/31/2017 $10,500,000.00

Change Order 1: 07/01/2015-03/31/2017 $0.00

This Renewal/Amendment: 4/1/2017-3/31/2020 $3,000,000.00

Total PADD Value: $13,500,000.00

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	3.00	0	ANN	1,000,000.00	$3,000,000.00

Item Description #1

Three (3) year renewal, amendment 1

Delivery Date: March 31, 2017

Shipping Method: Delivery

Shipping Instructions: Shipping instructions will be given by each Ordering Entity at the time of order.

Ship FOB: Destination

Attachment(s)

Special Instructions: Billing instructions will be given by each Ordering Entity at the time of order.

Sub-Total (USD)	$3,000,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$3,000,000.00

Note: If there is a next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By : Stephanie Wildman

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-117

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Lenovo (United States), Inc., 1009 Think Place, Morrisville, NC 27560 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-117, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and 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; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

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

1. That Contract No. MNWNC-117 is extended through March 31, 2020, at the same terms and conditions.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Laptops, and Tablets, including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the 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. LENOVO, INC.	2. OFFICE OF STATE PROCUREMENT
The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.	In accordance with Minn. Stat. § 16C.03, subd. 3.
By: Signature	By: Andy Doran
Robin Howdershelt Printed Name	Title: Acquisition Management Specialist
Title: Public Sector Inside Sales Director	Date: 3/16/17
Date: 3/14/17	**3. COMMISSIONER OF ADMINISTRATION** Or delegated representative.
By: Signature	By:
Printed Name	Date: 3/16/2017
Title:	
Date:	

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

COMPUTER EQUIPMENT
2014-2020
Updated 04/01/2017

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICE LIST: Lenovo List Price Website LINK: www.lenovo.com/listprice

(For Corporate Models and standard SKUs, click on "List Price Links" for the price list. For Custom Models, click on "Products," select the product type and configure to your specifications.)

2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)	CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	1M	35%
BAND 2 LAPTOP	2M	35%
BAND 3 TABLET	3M	35%
CATEGORY EXCEPTION: Visuals	**V**	**13%**
CATEGORY EXCEPTION: Accessories	**A**	**21%**
CATEGORY EXCEPTION: Warranties	**W**	**21%**
CATEGORY EXCEPTION: TopSeller Models	**TSM**	**3%**

IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.

3. THIRD PARTY PRODUCTS - NONE PROVIDED BY THE CONTRACT VENDOR

4. SERVICES – 21%

Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of hardware includes a one year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information: http://download.lenovo.com/ibmdl/pub/pc/pccbbs/thinkcentre_pdf/l505-0010-02_en.pdf

Request Quote for custom bid services including: image consulting, installation, general consulting, training, staging/deployment.

5. LEASING

Participating Addendum may identify if and how leasing agreement terms will be conducted.

6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.

Per Transaction Multiple Unit:

BAND	QTY	ADDITIONAL DISCOUNT
1 & 2	>100	Additional 1% above minimum for 36%
1 & 2	>500	Additional 2% above minimum for 37%

NASPO VP Lenovo Cumulative Pricing Discount:
Revenue goals have been set for each year. Once the revenue goal is met the cumulative pricing discount takes effect. Lenovo will revert back to original discounts at the beginning of each new calendar year.

REVENUE GOAL	ADDITIONAL DISCOUNT
2017 $70M	0.5% additional discount (excluding Topseller models)
2018 $80M	1% additional discount (excluding Topseller models)
2019 $90M	1.5% additional discount (excluding Topseller models)

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed $100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

☒ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).

☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

☐ Attached is our current Workforce Certificate issued by MDHR.

☐ We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

☐ We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: Lenovo (United States), Inc._____ Date 3/14/17_____

Authorized Signature: Melissa Freeman_____ Telephone number: 919-294-0609_____

Printed Name: Melissa Freeman_____ Title: Contract Administrator_____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: http://mn.gov/mdhr/ TC Metro: 651-539-1095 Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us TTY: 651-296-1283

Minnesota Department of
HUMAN RIGHTS

December 31, 2014

LENOVO CORPORATION ROCHESTER MN
ATTN: Saddie Gillespie
1009 THINK PLACE
MORRISVILLE, NC 27560

Your organization's affirmative action plan has been approved by the Minnesota Department of Human Rights. The department's review of your equal employment opportunity policies and practices indicates compliance with Minnesota Statutes, Sec. 363A.36.

The Certificate of Compliance is enclosed. This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

Also enclosed is an Annual Report form packet, which includes:

- A sample annual report;
- Affirmative Action Plan Progress Report spreadsheet;
- the Affirmative Action Progress Report narrative

The Annual Report form packet must be completed and submitted annually during the certification period whether a state contract has been awarded to you or not. The MDHR website (mn.gov/mdhr) has the complete packet in an excel version. **This packet must be submitted together or it will be rejected. You must submit reports as required and promptly notify us of any address or status changes.**

If you have any questions, please contact Compliance Services at 651-539-1095 or compliance.mdhr@state.mn.us.

Sincerely,

Kevin M. Lindsey, Commissioner
Minnesota Department of Human Rights

Enclosures: Certificate of Compliance
Annual Report Form Packet
Posters (2)

Minnesota Department of
HUMAN RIGHTS

CERTIFICATE OF COMPLIANCE

LENOVO CORPORATION ROCHESTER MN is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 12/31/2014 to 12/30/2018.

This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Kevin M. Lindsey, Commissioner

CONTRACT RELEASE NO: SWIFT CONTRACT NO: **MNWNC-117**

ACQUISITION MANAGEMENT SPECIALIST: **Andy Doran**

COMMODITY/SERVICE: **Computer Equipment (Desktops, Servers, and Storage Including Related Peripherals and Services)**

CONTRACT TYPE: Ext X Amend ☒ #1 New ☐ Assign ☐

CONTRACT PERIOD: **April 1, 2015** through **March 31, 2020**

VENDOR:
Melissa Freeman
Lenovo (United States) Inc.
1009 Think Place
Morrisville, NC 27560

PHONE: **919.294.0609**

DATE SENT TO VENDOR: March 8, 2017 REQUESTED RETURN: March 15, 2017

INSURANCE REQUIRED: Y INSURANCE COMPLETED: good through 5/31/17

☐ General ☐ Equipment ☐ Special ☐ Other

HUMAN RIGHTS/AFFIRMATIVE ACTION CERTIFICATION REQUIRED: X YES ☐ NO request sent 3/8/17

If yes, verified that certificate is on file and current at DHR? ☐ YES

If no certificate required, reason not required: ☐ < 40 employees in MN ☐ <$100,000 total value of contract

INCOMPLETE: DATE RETURNED TO VENDOR:

REASONS:
[Reasons]

COMPLETE: DATE RECEIVED FROM VENDOR:

****

DATE FOLLOW-UP LETTER SENT: DATE CANCELLATION LETTER SENT:

****

DATE SENT TO AMS: DATE SIGNED:

****

EXECUTED COPY SENT TO VENDOR: ☐

****

Keywords/cross references:

CORPORATE POLICY #10 - DELEGATION OF AUTHORITY

Corporate Policy 10

Version: May 23, 2013

Delegation of Authority
Effective: August 6, 2006
Revised: March 19, 2007, November 1, 2007 and May 23, 2013

The board of directors (the "Board") of Lenovo Group Limited (the "Company") wishes to promote effective management of the Company by delegating to senior executives of organizations appropriate authority and responsibility for their operations.

The responsibility to oversee the management of the Company and its business is retained by the Board.. The principal method of delineating and describing the scope of these responsibilities and authorities is to reserve selected powers or authorities to the Board.

Powers not reserved to the Board are considered to be delegated to the Chief Executive Officer, who shall have the authority to sub-delegate those powers as set forth herein.

The Company's subsidiaries should only enter into agreements which bind that individual subsidiary and not the Company or any of the Company's other subsidiaries.

This policy shall be reviewed annually (or such other period as designated by the Board) to ensure that it remains appropriate to the needs of the Company.

1. <u>Powers Reserved to the Board of Directors</u>

The following are powers reserved to the Board, which are required for corporate governance or by law.

Administering corporate governance as required by the Hong Kong stock exchange;

- Declaring or making recommendation to declare any dividend on the equity securities of the Company;
- Appointing external auditors and/or changing the Company's external auditors to conduct the primary financial audits of the Company;
- Establishing retirement plans for the benefit of the employees of the Company or any of its subsidiaries or making material changes to the terms of such plans;
- Approving material accounting policy, standards, reporting and release of financial information;
- Establishing executive compensation plans and policies;
- Issuing bonds or similar publicly traded debt instruments binding on the Company;
- Issuing shares or any forms of securities in the Company (other than issuance of shares pursuant to any previously approved scheme or document);
- Creating any share repurchase program;
- Approving any proposal to shareholders to wind down the Company or making a declaration of bankruptcy or insolvency of the Company or any of its subsidiaries;
- Establishing a bonus, profit sharing, share option or other incentive scheme other than those used

to the Chief Executive Officer or any senior executive of the Company who directly reports to the Chief Executive Officer;

- Approving or amending the Company's annual operating budget;
- Approving any proposal to shareholders to amend or waive any provision of the Articles of Association of the Company;
- Establishing any investment, acquisition, financing or other transaction requiring approval of the Board, pursuant to (i) the Company's Articles of Association, (ii) previously adopted resolutions of the Board, or (iii) any applicable law, rule or regulation;
- Forming material transaction that the Chief Executive Officer in his or her judgment determines to be extraordinary or outside the ordinary course of the Company's business; and/or
- Establishing a material change to the business of the Company.

2. **Transactions Requiring Board Approval**

The following transactions shall report back to the Board and require the prior review and approval of the Board:

1.1 Binding the Company to sell, transfer, lease, license or otherwise dispose of substantial tangible or intangible property assets of the Company or its subsidiaries having a net book value exceeding $25M USD net asset value individually, or in excess of $50M USD net asset value in the aggregate per fiscal year, outside the ordinary course of its or their business (e.g. other than of selling products to customers and resellers);

1.2 Purchasing the equity securities or assets of, or other ownership interest in, any party (other than a wholly-owned, direct or indirect subsidiary of the Company) for an aggregate consideration in excess of $50M USD;

1.3 Creation of any investment, acquisition, financing or other transaction with any director or senior executive officer of the Company or any such officer's or director's immediate family members or any companies or entities by which any such officer or director owns at least 5%;

1.4 Incurring a lease obligation involving payments in excess of $20M USD per year and total lease payments over the life of the lease in excess of $50M USD;

1.5 Entering into any transaction that requires public announcement or constitutes a notificable transaction or a discloseable connected transaction under Hong Kong Stock Exchange listing rules;

1.6 Borrowing or raising of money from banks or financial institutions exceeding $75M USD and/or for a term of more than 5 years or guaranteeing or indemnifying the obligations of the Company's subsidiaries (other than wholly-owned, direct or indirect subsidiaries of the Company) under any financial or commercial transaction for a liability exceeding $100M USD for each guarantee or indemnity; and/or

1.7 Purchasing any real property or entering into any transaction that would have the effect of a real property purchase for a consideration in excess of $10M USD.

3. **Authorization and Delegation to the Chief Executive Officer:**

Subject to the limitations set forth in Sections 1 and 2 above, the Board authorizes and directs the Chief Executive Officer of the Company, in the name of and on behalf of the Company, to do, perform and authorize such acts, approve any transaction or series of transactions and execute any documents (if required under the Common Seal of the Company and countersigned by another director of the Company), as he or she thinks fit and appropriate, in order to manage, conduct and advance the business of the Company in the ordinary course. The Chief Executive Officer is further authorized to delegate (including the authority to re-delegate) any authority granted herein to any officer or employee of the Company and/or any of its subsidiaries. Such delegations are required to be formally documented.

4. **Delegation of Signature Authority to Certain Employees of the Company**

The Board recognizes that certain employees of the Company should be empowered to execute and deliver, in the name of and on behalf of the Company, any contract or other document or instrument necessary or appropriate in the ordinary course of the Company's business in the functional area in which they are employed, including but not limited to, bid documents for the sale of the Company's products and services to governments and agencies, purchase orders, procurement agreements, sale agreements and the like. Accordingly, subject to the limitations set forth in Sections 1 and 2 above, and any additional formal corporate policies adopted by the Company, the Board delegates the authority to execute and deliver, in the name of and on behalf of the Company, any such contract or other document or instrument to each of the persons, holding any of the following

President & Chief Executive Officer

Chief Procurement Officer

Executive Director

Chief Financial Officer

Account Representative

Treasurer

Sales Representative

Controller

Sales Specialist

Senior Vice President

Company Secretary

Vice President

Client Representative
Buyer

Procurement Commodity Chair

Positions that include the titles or functions of: Counsel; Attorney, Director; Executive; Manager or Contracts & Negotiations.

5. **Specific Power of Attorney Regarding Procurement of Goods & Services**

The Board recognizes that certain employees of the Company's subsidiaries should be empowered to approve, execute (as a deed or otherwise) and deliver, in the name of and on behalf of the Company, any contract or other document, including purchase orders and procurement agreements and the like, for the procurement of goods and services for the Company's internal use (as opposed to for incorporation directly into the Company's products), including global logistics needs, in the ordinary course of the Company's business. Accordingly, subject to the limitations set forth in Sections 1 and 2 above, the Board will pass a resolution granting a specific power of attorney to approve, execute (as a deed or otherwise) and deliver, in the name of and on behalf of the Company, any such procurement contract or other similar document to each of the persons holding any of the following positions, titles or functions within the Global Supply Chain and/or Procurement function in any of the Company's subsidiaries jointly and severally:

Chief Procurement Officer
Buyer
Procurement Commodity Chair
Executive Director
Manager

Comments: Make suggestions or provide feedback to the owner Melissa D Autrey | Logout

Type your comment here

Limit 3000 characters (3000 characters remaining) | ☐ Mark as private - for owner only

Post

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Amendment No. 1
to
Participating Addendum (PADD) for Computer Equipment, Peripherals, and Related Services

PADD15201139

Parties: The State of Idaho "State"

and

Lenovo (United States), Inc. "Contractor"

Recitals:

A. The Parties entered into a Participating Addendum for the Purchase of Computer Equipment, Peripherals, and Related Services (the "PADD"), PADD15201139, effective June 24, 2015.

B. This PADD covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Lenovo (United States), Inc. (Master Agreement No. MNWNC-117), for use by State agencies and other entities located in the State.

C. This amendment removes products in Band 4, Server and Band 5, Storage from this PADD.

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the PADD is amended as follows:

1. 1. Scope: This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Lenovo (United States) Inc. (Master Agreement No. MNWNC-117), for use by State agencies and other entities located in the State.

   The Contractor has been awarded Bands in the following categories:

   Band 1: Desktop Band 2: Laptop Band 3: Tablet

   Ruggedized equipment will be allowed in Bands 1-5.

2. Except as expressly modified in this Amendment, all other terms and conditions of the PADD remain in full force and effect.

3. This Amendment is effective upon the date of the last signature.

State

Stephanie Wildman, Buyer

Date: 3/30/2017

Contractor

Brad Turner, NA Programs & Proposals Manager

Date: 3/30/2017

IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	PADD15201139
Account Number:	AC-1
Revision Number:	01
Change Order Date:	June 24, 2015
Service Start Date:	July 1, 2015
Service End Date:	March 31, 2017
Payment Method:	Invoice
Payment Terms:	No Payment Terms specified
Currency	USD
FOB Instruction:	Destination
Attachment(s):	**PADD15201139 - Computer Equipment - Lenovo.pdf** :Signed PADD Document **ChangeLog.htm** :Purchase Order Change

Supplier

Melissa Freeman
LENOVO (UNITED STATES) INC.
1009 ThinkPlace
Morrisville, NC 27560
Phone: 919-294-0609

Fax: 919-257-4987

Email: mautrey@lenovo.com

Buyer Contact

Shawna West
Tel:208-332-1602
Fax: 208-327-7320
Shawna.West@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

PADD15201139 Change Order 1

This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Minnesota Agreement No. MNWNC-117. This administrative change is to attach the PADD document.

Original PADD: 07/01/15-03/31/17 $10,500,000.00

Change Order 1: 07/01/15-03/31/17 $0.00

Total PADD: $10,500,000.00

Supplier Part Number	Items Quantity	Back Order	Unit	Unit Price	Total
	21	0	MON	$500,000.00	$10,500,000.00

Item Description #1

Change Order 1

Administrative Change - Attach PADD

Delivery Date: July 1, 2015
Shipping Method: Delivery
Shipping Instructions: Shipping instructions will be given by each Ordering Entity at the time of order.
Ship FOB: Destination
Attachment(s)
Special Instructions: Billing instructions will be given by each Ordering Entity at the time of order.

Sub-Total (USD)	$10,500,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$10,500,000.00

Note: If there is a ⇩ next to an item's unit price, that indicates that the price has been discounted.

Signature : Shawna West

Signed By : Shawna West

IDAHO

State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Number:	PADD15201139
Account Number:	AC-1
Purchase Order Date:	June 22, 2015
Service Start Date:	July 1, 2015
Service End Date:	March 31, 2017
Payment Method:	Invoice
Payment Terms:	No Payment Terms specified
Currency	USD
FOB Instruction:	Destination
Attachment(s):	

Supplier

Melissa Freeman
LENOVO (UNITED STATES) INC.
1009 ThinkPlace
Morrisville, NC 27560
Phone: 919-294-0609

Fax: 919-257-4987

Email: mautrey@lenovo.com

Buyer Contact

Shawna West
Tel:208-332-1602
Fax: 208-327-7320
Shawna.West@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This PADD is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Minnesota Agreement No. MNWNC-117. This PADD is for the benefit of State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the Ordering Entity will issue individual releases (delivery or purchase orders) against this Master Agreement on an as needed basis for a period of 21 months, commencing July 1, 2015 and ending March 31, 2017, unless extended, renewed, or terminated earlier (the Master Agreement contains a provision for an option to extend up to 36 months after the initial term expires March 31, 2017).

PADD Title: Computer Equipment, Peripherals, and Related Services

PADD Usage Type: Mandatory Use

Public Agency Clause: Yes

PADD Administrator: Shawna West

Phone Number: 208-332-1602

Fax Number: 208-327-7320

Email: shawna.west@adm.idaho.gov

Contractor's Primary Contact: Melissa Autrey-Freeman

Address: 1009 Think Place B1 3A5, Morrisville, NC 27560

Phone Number: 919-294-0609

Email: mautrey@lenovo.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING ENTITY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing, can only give an approximation of the monthly unit price and will not be held responsible for figures given in this document.

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	21	0	MON	$500,000.00	$10,500,000.00

Item Description #1

This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Lenovo (United States) Inc. (Master Agreement No. MNWNC-117), for use by State agencies and other entities located in the State.

Delivery Date: July 1, 2015

Shipping Method: Delivery

Shipping Instructions: Shipping instructions will be given by each Ordering Entity at the time of order.

Ship FOB: Destination

Attachment(s)

Special Instructions:

Billing instructions will be given by each Ordering Entity at the time of order.

Sub-Total (USD)	$10,500,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$10,500,000.00

Note: If there is a ⇩ next to an item's unit price, that indicates that the price has been discounted.

Signature : Shawna West

Signed By : Shawna West

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment, Peripherals, and Related Services
Administered by the State of Minnesota (hereinafter "Lead State")

Master Agreement No: MNWNC-117
Lenovo (United States) Inc.
(hereinafter "Contractor")
And
The State of Idaho
(hereinafter "State")

PADD 15201139

1. Scope: This Participating Addendum (PADD) covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Lenovo (United States) Inc. (Master Agreement No. MNWNC-117), for use by State agencies and other entities located in the State.

The Contractor has been awarded Bands in the following categories:

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

Ruggedized equipment will be allowed in Bands 1-5.

2. Participation: Use of NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior 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 (in Idaho, the Administrator of the Division of Purchasing).

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Public Agency placing an order (Ordering Entity) will issue individual releases (Orders) against this PADD on an as needed basis for the period noted in Section 3. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

INDIVIDUAL CUSTOMER: Each Ordering Entity that places an Order under this PADD will be treated as if it is an Individual Customer. Except to the extent modified by this Participating Addendum, each Ordering Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Ordering Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

3. Term: This PADD will be effective July 1, 2015 and continue through **March 31, 2017**, unless extended, renewed or terminated earlier.

4. Configuration Dollar Limits: This PADD is not for the purchase of major hardware. The dollar limits identified below are based on a single computer configuration. This is not a restriction on the purchase of multiple configurations. The following configuration limits apply to this PADD:

ITEM	CONFIGURATION*
Storage	$300,000
Server	$300,000
Desktops	$2,500
Laptops	$2,500
Tablets	$2,500
Peripherals	$2,500
Services	No Limitation

*Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

Purchases outside these limits must receive approval from the Administrator.

5. Restrictions: This PADD is restricted to purchases of computer hardware manufactured by Contractor. Each Ordering Entity may also purchase Contractor services required for installation, maintenance, and upgrade of the procured hardware. Additionally, each Ordering Entity may purchase Contractor offered peripherals compatible with the procured hardware. Purchases exclusively for software and printers will not be allowed via this PADD. Lease or rentals of equipment will also not be allowed via this PADD.

6. State Modifications or Additions to Master Agreement: Notwithstanding any provisions in the Master Agreement to the contrary, the following applies to this PADD:

6.1 Assignment: In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Administrator. All rights of action, however, for any breach of this PADD by the contracting parties are reserved by the Administrator.

6.2 Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 10 working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 6.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

6.3 Governing Law: Notwithstanding any provision to the contrary, the State's PADD and all orders issued under the PADD by Ordering Entities within the State shall be construed in accordance with and governed by the laws of the State. Any action to enforce the provisions of this PADD shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

6.4 Administrative Fee and Quarterly Usage Report:

The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: *If the total of your net sales to Ordering Entities for one quarter = $10,000, you would remit $10,000 x 0.0125 =* ***$125*** *to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the PADD SUMMARY USAGE REPORT FORM. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters)	Fee and Report Due
1st Quarter July 1 - Sept 30	October 31st
2nd Quarter Oct 1 - Dec 31	January 31st
3rd Quarter Jan 1 - Mar 31	April 30th
4th Quarter Apr 1 - Jun 30	July 31st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

7. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Melissa Autrey-Freeman
Address	1009 Think Place B1 3A5, Morrisville, NC 27560
Telephone	919.294.0609
Fax	
E-mail	mautrey@lenovo.com

State of Idaho

Name	Shawna West
Address	650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208.332.1602
Fax	208.327.7465
E-mail	shawna.west@adm.idaho.gov

8. Partner Utilization: State authorized Value Added Resellers (VARS) are listed on the State of Idaho website, http://purchasing.idaho.gov/statewide_contracts.html.

8.1 NASPO ValuePoint Resellers are partners authorized by Lenovo and approved by the State to assist end users in locating products and services at prices and terms established by Lenovo and the State through the NASPO ValuePoint Master Agreement. These partners are allowed to directly accept purchase orders and payment for NASPO ValuePoint approved products and services from end users. Partners manage the product and services order process from order receipt and delivery to payment.

8.2 NASPO ValuePoint Agents are partners authorized by Lenovo and approved by the State to assist end users in locating products/services. These partners refer end users to Lenovo to place orders for NASPO ValuePoint approved products and services. NASPO ValuePoint Agents are not NASPO ValuePoint Resellers and cannot accept orders from end users nor accept payment. All purchase orders are made out to Lenovo with the NASPO ValuePoint contract referenced on the purchase order.

9. Applicable Terms: The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with State law.

10. Orders: Any Order placed by an Ordering Entity for a Product or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement. All orders placed by Ordering Entities within the State must include the Participating State contract number: **PADD 15201139** as well as the Lead State Master Agreement No. **MNWNC-117**.

11. Order of Precedence:

11.1 The State's Participating Addendum ("PADD"); the State's PADD shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement;

11.2 Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);

11.3 The Solicitation including all Addendums; and,

11.4 Contract Vendor's response to the Solicitation.

12. Entire Agreement: This PADD and the Master Agreement No. MNWNC-117, 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. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed in Section 11, above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

IN WITNESS WHEREOF, the parties execute this Participating Addendum.

Participating State: IDAHO	Contractor: LENOVO (UNITED STATES) INC.
By: Shawna West	By: John T. Smith
Name: Shawna West	Name: John Smith
Title: Buyer, Division of Purchasing	Title: Inside Sales Manager, SLG
Date: 06/24/15	Date: 6/24/15