Idaho Division of Purchasing

Renewal

Purchase Order Name: Lenovo Global Technology PADD

Contract Number: PADD17200695 **Parties:** State of Idaho

Lenovo Global Technology (United States), Inc.

This Renewal Value: 50,000.00 USD

Total Contract Value: 3,100,000.00 USD

Start Date: 8/1/2021 12:00 AM **Find Date:** 7/31/2022 11:59 PM

Contract Managers: Quinn Shea; quinn.shea@adm.idaho.gov

Instructions

PADD17200695, Lenovo Global Technology PADD(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed Amendment 3 to PADD17200695 is 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.

Lenovo Global Technology, Inc.

Ken Little

+1 919-874-3364 kelittle@lenovo.com

As detailed in sourcing event or contract instructions	As detailed in sourcing event or contract instructions
Payment Details Payment Terms: Net 30	
Special Instructions: n/a	
Internal Comments: n/a	

Signature signed By: Quinn Shea

Bill To **Address**

Ship To Address



STATE OF MINNESOTA

Office of State Procurement 112 Administration Building 50 Sherburne Avenue St. Paul, MN 55155

Voice: 651.296.2600 Fax: 651.297.3996



May 6, 2021

Paul Battle Lenovo Global Technology (United States) Inc. 1009 Think Place Morrisville, NC 27560

Dear Mr. Battle:

Please find enclosed Amendment 3 to NASPO Master Agreement No. MNWNC-135 you to complete and return.

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **May 14, 2021**.

A current certificate of insurance from your insurer, in the amounts called for in the contract, is required now to complete the contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to Elizabeth Randa at Elizabeth.Randa@state.mn.us. No contract document will be executed with your company until the COI has been received and approved.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

cc: Melissa Autrey Freeman

AMENDMENT NO. 3 TO NASPO MASTER AGREEMENT NO. MNWNC-135

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

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-135, April 15, 2015, through July 31, 2021 ("Contract"), to provide Computer Equipment, Peripherals & 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; 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 Contractor in a fully executed amendment to the Contract.

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

1. That NASPO Master Agreement No. MNWNC-135 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, 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 Global Technology (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: By: Paul Battle Printed Name Title: ED US Corp. and PS DCG Date: 5/6/2021 By:	2. Office of State Procurement In accordance with Minn. Stat. § 16C.03, subd. 3. By: Flizabelle Randa 742DE739C8ED492 Title: Acquisition Management Specialist Date: 5/10/2021 3. Commissioner of Administration Or delegated representative. Docusigned by: By: Andy Doran 68D02A26D7604BA Date: 5/10/2021
Signature Signature	Date: 3/10/2021
Printed Name	
Title:	
Date:	



Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Lenovo Global Technology PADD

Contract Number: PADD17200695

Contract Value this Extension: \$50,000.00 USD

Total Contract Value: \$ 3,050,000.00

Purchase Order Date: 03/18/2020

Contract Term: 04/01/2020 - 07/31/2021

Submitted By: Kaylee Starman

Supplier Shipping Details

Lenovo Global Technology (United States), Inc. Ship FOB: Destination, Prepaid

8001 Developement Drive

Morrisville NC, 60642 Shipping Instructions: per agency order

Phone: +1 919-874-3364 Fax: +1 000-000-0000 Email: kelittle@lenovo.com

Bill To Address Ship To Address

Agency

DOP - Various State Agencies Ship to Ordering

State of Idaho

Various Locations See Below for Details on Specific Locations Various, Idaho 83702

 Phone:
 208-327-7465
 Phone:
 208-327-7465

 Fax:
 208-327-7320
 Fax:
 208-327-7320

Email:purchasing@adm.idaho.govEmail:purchasing@adm.idaho.govMail Stop:DOP - Various LocationsMail Stop:DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum

Change Order 1 is for the Extension of PADD17200695 for an additional period as noted above. No other changes noted.

IDAHO

This Contract is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint Master Agreement (MNWNC-135, administered by the State of Minnesota). This Contract is for the benefit of Idaho (i) State Agencies and (ii) "Public Agencies" located within the State which are authorized to make purchases under this PADD. As defined by Idaho Code § 67-2327, a "Public Agency" is any city or political division of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or Change Order Summary any political subdivision created under the laws of the State of Idaho. Each eligible, authorized entity placing an order under this PADD ("Ordering Entity" or "Participating Entity") will issue individual Orders against this PADD on an as needed basis during the period noted below.

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

Contract History:

Original PADD Value: \$3,000,000.00

Change Order 1(This Extension) \$50,000.00

Total PADD Value: \$3,050,000.00

Special Instructions:

Internal Comments:

Signature: Kaylee Starman

Signed By :__(

AMENDMENT NO. 2 TO CONTRACT MNWNC-135

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Lenovo Global Technology (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-135, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: 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 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. MNVNC-135 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 GLOBAL TECHNOLOGY (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: Significant Manuel Title: Significant Manuel Date: 1///3/19 By:	2. OFFICE OF STATE PROCUREMENT In accordance with Minn. Stat. § 16C.03, subd. 3. By: Title: Acquisition Management Specialist Date: 1/14/2019 3. COMMISSIONER OF ADMINISTRATION or delegated pigressentative. By: Acquisition Management Specialist
Senature	Date: 11/14/2019
Title: Date:	

IDAHO

State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Number:

PADD17200695

Account Number:

AC-1

Purchase Order

Date:

May 25, 2017

Service Start Date:

April 3, 2017

Service End Date:

March 31, 2020

Payment Method:

Invoice

Payment Terms:

NET30

Currency

USD

FOB Instruction:

Destination PADD17200569 Lenovo

Attachment(s):

Global.pdf:

Supplier

Ken Little

Lenovo Global Technology (United S

8001 Developement Drive

Morrisville, NC 27560

Phone: 919-874-3364

Fax:

Email: kelittle@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: Email: 208-327-7320

Mail Stop:

purchasing@adm.idaho.gov 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

This Contract is for Computer Equipment, Peripherals, and Related Services pursuant to NASPO ValuePoint Master Agreement (Original Contract MNWNC-117 assigned to Lenovo Global Technology (United States) Inc., MNWNC-135). This Contract is 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. The Participating Addendum is attached and incorporated herein by reference. The Division of Purchasing or the

Requisitioning Agency will issue individual releases (delivery or purchase orders) against this Participating Addendum on an as-needed basis.

Contract Title: Computer Equipment, Peripherals, and Related Services Contract

Usage type: MANDATORY USAGE

Public Agency Clause: YES

Contract Administration: Stephanie Wildman

Phone: 208-332-1611

Fax: 208-327-7320

Email: Stephanie.Wildman@adm.idaho.gov

Contractor's Primary Contact: Melissa Autrey-Freeman

Phone: 919-294-0609

Email: mautrey@lenovo.com

Contractor: Shop to the FOB Destination and bill directly to the Ordering Entity. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Master Agreement and PADD number or PO Number. on any invoices/statement will facilitate the efficient processing of payment.

Quantities: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for the figures given in this document.

		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				
	Computer Equ	iipment, Periphera	ls, and Rela	ted Services PADE)
	R				
Delivery Date:	March 22, 201	7			
Shipping Method:	Delivery				
Shipping Instructions:	Shipping Instructions to be provided by Ordering Entity				
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:	Billing Instructi	ions to be provided	d by Ordering	g Entity	

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

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-135
Lenovo Global Technology (United States) Inc.
(hereinafter "Contractor")

And

The State of Idaho
(hereinafter "State")

PADD17200569

1. <u>Scope</u>: This Participating Addendum ("PADD") covers the Computer Equipment, Peripherals, and Related Services contract issued by the State of Minnesota to Lenovo Global Technology (United States) Inc. (Master Agreement No. MNWNC-135), for use by State agencies and other entities located in the State.

The Contractor has been awarded Bands in the following categories:

Band 4: Server Band 5: Storage

Ruggedized equipment is allowed in Bands 1-5.

2. <u>Participation</u>: 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 must be treated as if it is an Individual Customer. Except to the extent modified by this PADD, each Ordering Entity is responsible for following the terms and conditions of the Master Agreement; and has the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Ordering Entity is responsible for its own charges, fees, and liabilities; and has the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

3. <u>Term</u>: This PADD will be effective April 1, 2017 and continue through March 31, 2020, unless extended, renewed, or terminated earlier.

4. <u>Configuration Dollar Limits</u>: 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 Peripherals \$2,500 Services No Limitation

Purchases outside these limits must receive approval from the Administrator.

- 5. <u>Restrictions</u>: 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 are not allowed via this PADD. Lease or rentals of equipment are not allowed via this PADD.
- 6. <u>State Modifications or Additions to Master Agreement:</u> Notwithstanding any provisions in the Master Agreement to the contrary, the following applies to this PADD:
 - 6.1 <u>Assignment</u>: In accordance with Idaho Code 67-9230(1), No contract 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 is given to any other party without approval in writing by the administrator and by the board of examiners pursuant to section 67-1027, Idaho Code. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the state. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the state.
 - 6.2 <u>Amendments</u>: 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 ten (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 <u>Governing Law</u>: 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

^{*}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.

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 <u>Administrative Fee and Quarterly Usage Report</u>: The prices to be paid by the Ordering Entities shall be <u>inclusive of</u> 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 \times 0.0125 = 125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish <u>detailed</u> 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 <u>PADD SUMMARY USAGE REPORT FORM</u>. 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
2 nd Quarter Oct 1 - Dec 31	January 31st
3 rd Quarter Jan 1 - Mar 31	April 30th
4th Quarter Apr 1 - Jun 30	July 31st

mautrey@lenovo.com

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. <u>Primary Contacts</u>: 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	

State of Idaho

E-mail

Name	Stephanie Wildman
Address	650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208.332.1611
Fax	208.327.7320
E-mail	Stephanie.Wildman@adm.idaho.gov

- 8. <u>Partner Utilization:</u> 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. <u>Applicable Terms</u>: 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: PADD17200569 as well as the Lead State Master Agreement No. MNWNC-135.

11. Order of Precedence:

- 11.1 The State's PADD17200569; 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. <u>Entire Agreement</u>: This PADD and the Master Agreement No. MNWNC-135, 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 GLOBAL (UNITED STATES) INC.
BW	By: Buhl
Name: Stephanie Wildman	Name: Brad Turner
Title:	Title:
Buyer, State of Idaho, Division of Purchasing	NA Programs & Proposals Manager
Date: 413/17	Date: 3 30 17