



**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**

Lenovo Global Technology (United States), Inc.  
8001 Developement Drive  
Morrisville NC, 60642

**Phone:** +1 919-874-3364  
**Fax:** +1 000-000-0000  
**Email:** kelittle@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**

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

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:**

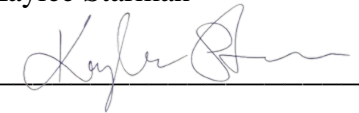
Original PADD Value: \$3,000,000.00  
Change Order 1(This Extension) \$50,000.00  
Total PADD Value: \$3,050,000.00

**Special Instructions:**

**Internal Comments:**

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**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.


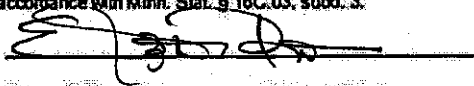
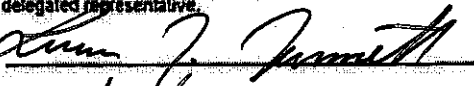
NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-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.

<p><b>1. LENOVO GLOBAL TECHNOLOGY (UNITED STATES), INC.</b> 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.</p> <p>By: <u></u> Signature <u>George Huffart</u> Printed Name Title: <u>Sales Manager</u> Date: <u>11/13/19</u> By: _____ Signature Printed Name Title: _____ Date: _____</p>	<p><b>2. OFFICE OF STATE PROCUREMENT</b> In accordance with Minn. Stat. § 16C.03, subd. 3.</p> <p>By: <u></u> Title: <u>Acquisition Management Specialist</u> Date: <u>11/14/2019</u></p> <p><b>3. COMMISSIONER OF ADMINISTRATION</b> Or delegated representative.</p> <p>By: <u></u> Date: <u>11/14/2019</u></p>
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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  
**Attachment(s):** PADD17200569 Lenovo 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:** 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

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](mailto:Stephanie.Wildman@adm.idaho.gov)

Contractor's Primary Contact: Melissa Autrey-Freeman

Phone: 919-294-0609

Email: [mautrey@lenovo.com](mailto: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.

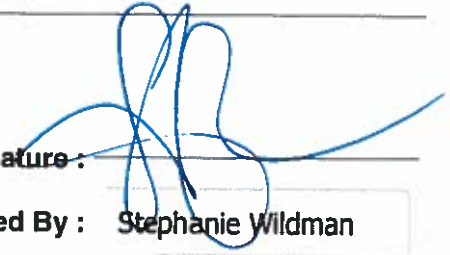
Supplier Part Number	Quantity	Items Back Order	Unit	Unit Price	Total
	3.00	0	ANN	1,000,000.00	\$3,000,000.00
<b>Item Description</b>	#1				
					Computer Equipment, Peripherals, and Related Services PADD
					
<b>Delivery Date:</b>	March 22, 2017				
<b>Shipping Method:</b>	Delivery				
<b>Shipping Instructions:</b>	Shipping Instructions to be provided by Ordering Entity				
<b>Ship FOB:</b>	Destination				
<b>Attachment(s)</b>					
<b>Special Instructions:</b>	Billing Instructions to be provided by Ordering Entity				

<b>Sub-Total (USD)</b>	\$3,000,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$3,000,000.00

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

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**Signature :**

A handwritten signature in blue ink, appearing to be 'Stephanie Wildman', written over a horizontal line.

**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. **Scope:** 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. **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 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. **Term:** This PADD will be effective April 1, 2017 and continue through March 31, 2020, 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
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 are not allowed via this PADD. Lease or rentals of equipment are not 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 67-9230(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 **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 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 **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  $\$10,000 \times 0.0125 = \$125$  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.

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

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto: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):

<u>Contractor</u>	
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	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	<a href="mailto:Stephanie.Wildman@adm.idaho.gov">Stephanie.Wildman@adm.idaho.gov</a>

8. **Partner Utilization:** State authorized Value Added Resellers (VARs) are listed on the State of Idaho website, [http://purchasing.idaho.gov/statewide\\_contracts.html](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: 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);

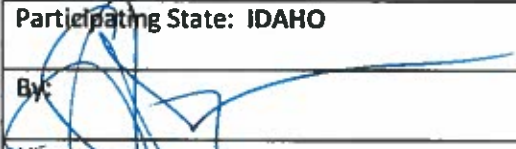

11.3 The Solicitation including all Addendums; and

11.4 Contract Vendor's response to the Solicitation.

12. **Entire Agreement:** 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.
By: 	By: 
Name: Stephanie Wildman	Name: Brad Turner
Title: Buyer, State of Idaho, Division of Purchasing	Title: NA Programs & Proposals Manager
Date: 4/3/17	Date: 3/30/17